



**CITY OF ILWACO
CITY COUNCIL MEETING**

Monday, November 25, 2013

**6:00 p.m. REGULAR COUNCIL MEETING
AGENDA**

A. Call to order

B. Flag Salute

C. Roll Call

D. Approval of Agenda

E. Consent Agenda

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

1. Approval of Minutes (TAB 1)
 - a. November 12, 2013, Regular Meeting
 - b. November 18, 2013, Special Meeting: Sahalee sewer improvements
2. Claims & Vouchers (TAB 2)
 - a. Checks: 35984 to 35986 + Electronic \$ 16,856.84
 - b. Checks: 35987 to 36007 \$ 25,439.60

GRAND TOTAL:	\$ 42,296.44
--------------	--------------

F. Reports

1. Staff Reports (TAB 3)
 - a. Treasurer's Budget Message for 2014
2. Council Reports
3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Public Hearing

1. 2014 Budget

I. Business

1. 2014 Budget Ordinance—*Cassinelli* (TAB 4)
2. 2013 Second Budget Amendment Ordinance—*Cassinelli* (TAB 5)
3. Shoreline Master Program Grant Agreement—*Cassinelli* (TAB 6)
4. Resolution amending the fee schedule for the 2014 utility rates and connection charges—*Cassinelli* (TAB 7)
5. Watershed culvert project close out—*Cassinelli* (TAB 8)

J. Discussion

1. Six-Year Capital Facilities Plan Update—*Cassinelli* (TAB 9)
2. Contracts for Municipal Court Judge and Prosecuting Attorney—*Forner/Chambreau* (TAB 10)
3. Engineering Supplement No. 1 for Elizabeth Street Improvements (TAB 11)
4. Private sewer lines—definitions, process and responsibilities (TAB 12)—*Marshall*

K. Correspondence and Written Reports (TAB 14)

1. None

L. Future Discussion/Agendas

1. Restriping Brumbach Avenue—*Jensen/Forner*
2. Amended Procedures Ordinance—*City Planner*

N. Adjournment

O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Tuesday Monday	12/09/13 12/23/13	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	12/13/13	4:30 p.m.	Community Building
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	12/03/13 12/17/13	6:00 p.m.	Community Building
Port/City Council Meeting	Regular Meeting	Wednesday	12/10/13	6:00 p.m.	Port Meeting Room

PUBLIC HEARING NOTICE: SIX-YEAR CAPITAL FACILITIES PLAN

NOTICE IS HEREBY GIVEN that the Ilwaco City Council will hold a public hearing on the **Six-Year Capital Facilities Plan**. Hearing to take place at the regular City Council meeting on **December 9, 2013**, at or about 6:00 p.m. in Ilwaco Community Building Meeting Room at 158 N. First Ave. N., Ilwaco, WA 98624. All written and oral comment will be considered. Please contact City Hall, 360-642-3145, should you need special accommodations. The public is invited and encouraged to attend.

I. Business

1. 2014 Budget Ordinance—*Cassinelli* (TAB 6)
2. 2013 Second Budget Amendment Ordinance—*Cassinelli* (TAB 7)
3. Shoreline Master Program Grant Agreement—*Cassinelli* (TAB 4)
4. Resolution amending the fee schedule for the 2014 utility rates and connection charges—*Cassinelli* (TAB 5)
5. Watershed culvert project close out—*Cassinelli* (TAB 8)

J. Discussion

1. Six-Year Capital Facilities Plan Update—*Cassinelli* (TAB 9)
2. Contracts for Municipal Court Judge and Prosecuting Attorney—*Forner/Chambreau* (TAB 10)
3. Engineering Supplement No. 1 for Elizabeth Street Improvements (TAB 11)
4. Private sewer lines—definitions, process and responsibilities (TAB 12)—*Marshall*

K. Correspondence and Written Reports (TAB 14)

1. None

L. Future Discussion/Agendas

1. Restriping Brumbach Avenue—*Jensen/Forner*
2. Amended Procedures Ordinance—*City Planner*

N. Adjournment

O. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Tuesday Monday	12/09/13 12/23/13	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Friday	12/13/13	4:30 p.m.	Community Building
Planning Commission	Regular Meeting (meetings subject to cancellation if there is no business to transact)	Tuesday	12/03/13 12/17/13	6:00 p.m.	Community Building
Port/City Council Meeting	Regular Meeting	Wednesday	12/10/13	6:00 p.m.	Port Meeting Room

PUBLIC HEARING NOTICE: SIX-YEAR CAPITAL FACILITIES PLAN

NOTICE IS HEREBY GIVEN that the Ilwaco City Council will hold a public hearing on the **Six-Year Capital Facilities Plan**. Hearing to take place at the regular City Council meeting on **December 9, 2013**, at or about 6:00 p.m. in Ilwaco Community Building Meeting Room at 158 N. First Ave. N., Ilwaco, WA 98624. All written and oral comment will be considered. Please contact City Hall, 360-642-3145, should you need special accommodations. The public is invited and encouraged to attend.



**CITY OF ILWACO
CITY COUNCIL MEETING
Tuesday, November 12, 2013**

A. Call to Order

Mayor Cassinelli called the meeting to order at 6:00 p.m.

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Mayor Cassinelli and Councilmembers Jensen, Mulinix, Marshall, Chambreau and Forner.

D. Approval of Agenda

ACTION: Motion to approve agenda (Mulinix/Marshall). 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Councilmember Forner requested Checks 35967 to 35982 be added. Including Checks 35910 to 35918 + electronic totaling \$30,897.92 and Checks 35920 to 35982 totaling \$598,689.18.

ACTION: Motion to approve the consent agenda as amended (Forner/Mulinix).

5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

- a. Police Chief Flint Wright provided a written report for October 2013.

2. Council Reports

- a. Councilmember Jensen spoke about his hedge on Brumbach.
- b. Councilmember Marshall spoke about the Request for Proposals for the Shoreline Master Program Update, the Second Budget Amendment for 2013 and the importance of recruiting for Planning Commission members.
- c. Councilmember Forner asked if public works, wastewater and water staff could provide summary reports once a month.

3. Mayor's Report

The mayor announced that he spoke at a recent Rotary Club meeting and attended various meetings.

G. Comments of Citizens and Guests present

1. Muriel Baker spoke about side sewer lines. The mayor said he would speak to her about funding. Councilmember Marshall spoke about how the city defines private sewer mains.

H. Public Hearing

1. 2013 Property Tax Levy

The mayor opened the public hearing at 6:14 p.m. Hearing no public comment, he closed the hearing at 6:15 p.m.

I. Business

1. Ordinance establishing 2013 Property Tax Levy and Certification

Mayor Cassinelli presented the item.

ACTION: Motion to adopt the proposed ordinance establishing the property tax rate for the 2014 budget, and authorizing the city treasurer to certify the 2014 levy of \$205,000 to the Pacific County legislative authority (Mulinix/Jensen). 5 Ayes 0 Nays 0 Abstain.

2. Ordinance establishing 2014 Pay Table

Mayor Cassinelli presented the item.

ACTION: Motion to adopt the proposed ordinance establishing the 2014 Pay Table (Jensen/Chambreau). 5 Ayes 0 Nays 0 Abstain.

3. Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council

Mayor Cassinelli presented the item.

ACTION: Motion to authorize the mayor to execute the proposed 2014 Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council (Chambreau/Forner). 5 Ayes 0 Nays 0 Abstain.

4. City Center Reservoir Change Order #1

Mayor Cassinelli presented the item.

ACTION: Motion to authorize the mayor to execute Change Order #1 for the City Center Reservoir Project increasing the contract with Clackamas Construction, Inc. by \$36,642.32 (Chambreau/Marshall). 5 Ayes 0 Nays 0 Abstain.

5. Moratorium prohibiting the production, processing and retail sales of recreational marijuana

Councilmember Forner presented the item. Discussion ensued.

ACTION: Motion to adopt the proposed interim ordinance adopting a moratorium prohibiting the production, processing and retail sales of recreational marijuana (Forner/Chambreau). 5 Ayes 0 Nays 0 Abstain.

H. Discussion

1. Shoreline Master Program Update Grant Agreement

Mayor Cassinelli presented the item. Councilmember Chambreau asked about consultant costs. Discussion ensued.

ACTION: Move to business on November 25, 2013.

2. Resolution amending the fee schedule for the 2014 utility rates and connection charges

Mayor Cassinelli presented the item.

ACTION: Move to business on November 25, 2013.

3. 2014 Budget Ordinance

Mayor Cassinelli presented the item.

ACTION: Move to business on November 25, 2013.

4. 2013 Second Budget Amendment Ordinance

Mayor Cassinelli presented the item.

ACTION: Move to business on November 25, 2013.

5. Contract completion watershed culvert project

Mayor Cassinelli presented the item.

ACTION: Move to business on November 25, 2013.

I. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 7:09 p.m.

Mike Cassinelli, Mayor

PJ Kezele, Deputy City Clerk



CITY OF ILWACO
Sahalee Sewer Discussion
Monday, November 18, 2013

A. Call to Order

Mayor Cassinelli called the workshop to order at 4:08 p.m.

- B. Present:** Councilmembers: David Jensen, Gary Forner, Vinessa Mulnix, and Jon Chambreau; City Engineer Nancy Lockett, Gray & Osborne; Waster Water Plant (WWP) Supervisor Warren Hazen, and Treasurer Elaine McMillan.

C. Discussion

Treasurer Elaine McMillan explained the different financing options with the Department of Ecology state revolving fund. Nancy Lockett reviewed the various upper and lower zone options to improve the sewer lines. The council discussed the potential of installing grinder pumps and whether they would be turned over to the property owner or maintained by the city. WWP Supervisor Warren Hazen expressed his concern with the city maintaining grinder pumps and that the PUD may be interested in updating the power lines in the Sahalee area. Most council members spoke in favor of utilizing the line that serves Discovery Heights for the upper zone, but there was a disarray of whether the upper zone would be served by a lift station, grinder pumps or duplex sized grinder pumps. For the lower zone, most felt that a lift station half way up Klahanee was appropriate that would pump sewage up to the line that serves Discovery Heights. The council was made aware that the application due date for Department of Ecology loan funds is December 4th.

D. Adjournment

Mayor Cassinelli adjourned the workshop at 6:00 p.m.

Mike Cassinelli, Mayor

Elaine McMillan, Treasurer



Register

Number	Name	Period	Description	Received	Amount
35984	Fero, Jimmie W	2013 - November - Second meeting			\$977.75
35985	Gardner, Daryl W	2013 - November - Second meeting			\$1,503.62
35986	Schweizer, Dennis	2013 - November - Second meeting			\$1,942.63
ACH Pay - 926	Gustafson, David M.	2013 - November - Second meeting			\$1,496.54
ACH Pay - 927	Hazen, Warren M.	2013 - November - Second meeting			\$1,732.05
ACH Pay - 928	Kezele, Pamela J.	2013 - November - Second meeting			\$1,370.27
ACH Pay - 929	Mc Kee, David A	2013 - November - Second meeting			\$1,696.43
ACH Pay - 930	Mc Millan, Elaine	2013 - November - Second meeting			\$1,840.67
ACH Pay - 932	Staples, Terri P	2013 - November - Second meeting			\$416.88
EFT 11-20-13	U.S. Treasury Department	2013 - November - Second meeting			\$3,880.00
					\$16,856.84

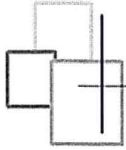
We, the undersigned members of the city council of the City of Ilwaco, Pacific County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and the voucher numbers 35984 through 35986 and electronic payments totalling \$16,856.84 are approved this 20th day of November, 2013

Council member

Council member

Treasurer

Council member



Register

Number	Name	Print Date	Clearing Date	Amount
Bank of the Pacific		8023281		
Check				
<u>35987</u>	Beach Batteries, Inc	11/25/2013		\$102.36
<u>35988</u>	Centurylink	11/25/2013		\$1,308.41
<u>35989</u>	Chinook Observer	11/25/2013		\$61.20
<u>35990</u>	Chinook Sales & Rentals Inc.	11/25/2013		\$23.52
<u>35991</u>	Class of 2014	11/25/2013		\$216.00
<u>35992</u>	Columbia Pacific Heritage Museum	11/25/2013		\$1,871.74
<u>35993</u>	CREST	11/25/2013		\$450.00
<u>35994</u>	Long Beach Commercial Security	11/25/2013		\$162.50
<u>35995</u>	McMillan, Elaine	11/25/2013		\$166.11
<u>35996</u>	Northstar Chemical, Inc.	11/25/2013		\$860.24
<u>35997</u>	Pacific CO Auditor	11/25/2013		\$365.00
<u>35998</u>	Pacific County Treasurer	11/25/2013		\$200.00
<u>35999</u>	Pitney Bowes	11/25/2013		\$348.00
<u>36000</u>	Pollardwater.com	11/25/2013		\$82.34
<u>36001</u>	PUD No 2 of Pacific County	11/25/2013		\$9,530.12
<u>36002</u>	Seawestern Fire Apparatus	11/25/2013		\$195.96
<u>36003</u>	Sid's IGA	11/25/2013		\$10.96
<u>36004</u>	VFIS - Specialty Benefits	11/25/2013		\$3,563.53
<u>36005</u>	WA State Dept of Revenue	11/25/2013		\$76.05
<u>36006</u>	Wadsworth Electric	11/25/2013		\$4,895.56
<u>36007</u>	Pat Witherbee	11/25/2013		\$950.00
Total Check				\$25,439.60
Total 8023281				\$25,439.60
Grand Total				\$25,439.60

CERTIFICATION

We, the undersigned do hereby certify under penalty of perjury that the material have been furnished, the services rendered or the labor performed that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation. The voucher numbers __35987__ through __36006__ are approved for payment in the amount of: \$25,439.60

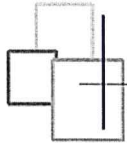
This _____ day of _____, 2013

Council member

Council member

Treasurer

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
Beach Batteries, Inc	35987	2013 - November - Second meeting			
		Invoice - 11/19/2013 11:50:07 AM			
		28102			
		409-000-000-535-00-31-01	Operations And Maintenance	\$98.23	
		Total Invoice - 11/19/2013 11:50:07 AM			\$98.23
		Invoice - 11/19/2013 11:51:38 AM			
		28353			
		001-000-000-514-20-31-00	Office & Operating Supplies	\$4.13	
		Total Invoice - 11/19/2013 11:51:38 AM			\$4.13
	Total 35987				\$102.36
Total Beach Batteries, Inc					\$102.36
Centurylink	35988	2013 - November - Second meeting			
		Invoice - 11/19/2013 12:45:27 PM			
		001-000-000-514-20-42-00	Communication	\$286.54	
		001-000-000-522-10-42-00	Communication	\$355.53	
		401-000-000-534-00-42-00	Communications	\$285.35	
		409-000-000-535-00-42-00	Communications	\$380.99	
		Total Invoice - 11/19/2013 12:45:27 PM			\$1,308.41
	Total 35988				\$1,308.41
Total Centurylink					\$1,308.41
Chinook Observer	35989	2013 - November - Second meeting			
		Invoice - 11/19/2013 11:58:33 AM			
		393-13			
		001-000-000-511-30-44-00	Official Publications	\$61.20	
		Total Invoice - 11/19/2013 11:58:33 AM			\$61.20
	Total 35989				\$61.20
Total Chinook Observer					\$61.20
Chinook Sales & Rentals Inc.	35990	2013 - November - Second meeting			
		Invoice - 11/19/2013 11:53:02 AM			
		55665			
		001-000-000-576-80-31-00	Office & Operating Supplies	\$23.52	
		Total Invoice - 11/19/2013 11:53:02 AM			\$23.52
	Total 35990				\$23.52
Total Chinook Sales & Rentals Inc.					\$23.52
Class of 2014	35991	2013 - November - Second meeting			
		Invoice - 11/19/2013 3:55:48 PM			
		pointsettas			
		001-000-000-514-20-31-00	Office & Operating Supplies	\$216.00	
		Total Invoice - 11/19/2013 3:55:48 PM			\$216.00
	Total 35991				\$216.00
Total Class of 2014					\$216.00
Columbia Pacific Heritage Museum	35992	2013 - November - Second meeting			
		Invoice - 11/19/2013 11:53:34 AM			
		final 2013 request			
		104-000-000-573-90-44-00	Ilwaco Museum Celebrations	\$1,871.74	
		Total Invoice - 11/19/2013 11:53:34 AM			\$1,871.74
	Total 35992				\$1,871.74
Total Columbia Pacific Heritage Museum					\$1,871.74
CREST	35993	2013 - November - Second meeting			
		Invoice - 11/19/2013 11:59:07 AM			
		2760			
		001-000-000-558-60-41-00	Planner Services	\$450.00	
		Total Invoice - 11/19/2013 11:59:07 AM			\$450.00
	Total 35993				\$450.00
Total CREST					\$450.00
Long Beach Commercial Security	35994	2013 - November - Second meeting			
		Invoice - 11/20/2013 2:47:40 PM			
		4622			

	401-000-000-534-00-31-00	Operation & Maintenance	\$162.50
	Total Invoice - 11/20/2013 2:47:40 PM		\$162.50
Total 35994			\$162.50
Total Long Beach Commercial Security			\$162.50
McMillan, Elaine			
35995	2013 - November - Second meeting		
	Invoice - 11/19/2013 11:59:56 AM		
	travel to Oly & SB		
	001-000-000-514-20-43-00	Travel/meals/lodging	\$166.11
	Total Invoice - 11/19/2013 11:59:56 AM		\$166.11
Total 35995			\$166.11
Total McMillan, Elaine			\$166.11
Northstar Chemical, Inc.			
35996	2013 - November - Second meeting		
	Invoice - 11/19/2013 11:59:25 AM		
	46665		
	401-000-000-534-00-31-01	Chemicals	\$860.24
	Total Invoice - 11/19/2013 11:59:25 AM		\$860.24
Total 35996			\$860.24
Total Northstar Chemical, Inc.			\$860.24
Pacific CO Auditor			
35997	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:00:28 PM		
	Trick		
	401-000-000-534-00-31-06	Office & Customer Service	\$144.00
	Total Invoice - 11/19/2013 12:00:28 PM		\$144.00
	Invoice - 11/20/2013 2:52:13 PM		
	record easement		
	001-000-000-511-30-44-00	Official Publications	\$221.00
	Total Invoice - 11/20/2013 2:52:13 PM		\$221.00
Total 35997			\$365.00
Total Pacific CO Auditor			\$365.00
Pacific County Treasurer			
35998	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:03:21 PM		
	001-000-000-512-40-51-00	Municipal Court Services	\$200.00
	Total Invoice - 11/19/2013 12:03:21 PM		\$200.00
Total 35998			\$200.00
Total Pacific County Treasurer			\$200.00
Pitney Bowes			
35999	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:04:54 PM		
	2429449-NV13		
	001-000-000-514-20-45-00	Postage Meter Rental	\$116.00
	401-000-000-534-00-31-06	Office & Customer Service	\$116.00
	409-000-000-535-00-31-08	Office Supplies & Customer	\$116.00
	Total Invoice - 11/19/2013 12:04:54 PM		\$348.00
Total 35999			\$348.00
Total Pitney Bowes			\$348.00
Pollardwater.com			
36000	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:06:11 PM		
	I366992-IN		
	401-000-000-534-00-31-00	Operation & Maintenance	\$82.34
	Total Invoice - 11/19/2013 12:06:11 PM		\$82.34
Total 36000			\$82.34
Total Pollardwater.com			\$82.34
PUD No 2 of Pacific County			
36001	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:43:11 PM		
	001-000-000-511-50-47-00	Electricity	\$92.27
	001-000-000-514-20-47-00	Electricity	\$0.00
	001-000-000-522-10-47-00	Electricity	\$323.35
	001-000-000-571-50-40-00	Community Bldg Other - Electri	\$373.49
	001-000-000-572-50-47-00	Electricity	\$560.24
	001-000-000-576-80-47-00	Electricity	\$80.33
	101-000-000-542-63-47-00	Street Light Operating	\$590.39
	401-000-000-534-00-47-00	Electricity	\$2,454.06
	409-000-000-535-00-47-01	Electricity	\$5,055.99
	Total Invoice - 11/19/2013 12:43:11 PM		\$9,530.12
Total 36001			\$9,530.12
Total PUD No 2 of Pacific County			\$9,530.12
Seawestern Fire Apparatus			
36002	2013 - November - Second meeting		
	Invoice - 11/19/2013 12:18:23 PM		
	172581		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$195.96
	Total Invoice - 11/19/2013 12:18:23 PM		\$195.96
Total 36002			\$195.96

Total Seawestern Fire Apparatus				\$195.96
Sid's IGA	36003		2013 - November - Second meeting	
		Invoice - 11/19/2013 12:18:56 PM		
		11-9-13		
		401-000-000-534-00-31-00	Operation & Maintenance	\$10.96
		Total Invoice - 11/19/2013 12:18:56 PM		\$10.96
	Total 36003			\$10.96
Total Sid's IGA				\$10.96
VFIS - Specialty Benefits	36004		2013 - November - Second meeting	
		Invoice - 11/19/2013 12:24:52 PM		
		111018		
		001-000-000-522-10-20-02	Life & Disability Insurance	\$3,563.53
		Total Invoice - 11/19/2013 12:24:52 PM		\$3,563.53
	Total 36004			\$3,563.53
Total VFIS - Specialty Benefits				\$3,563.53
WA State Dept of Revenue	36005		2013 - November - Second meeting	
		Invoice - 11/19/2013 12:27:13 PM		
		2501-2013Q#		
		001-000-000-514-20-41-00	Professional Services	\$76.05
		Total Invoice - 11/19/2013 12:27:13 PM		\$76.05
	Total 36005			\$76.05
Total WA State Dept of Revenue				\$76.05
Wadsworth Electric	36006		2013 - November - Second meeting	
		Invoice - 11/19/2013 12:25:34 PM		
		16700		
		401-000-000-594-64-34-01	Equipment	\$4,895.56
		Total Invoice - 11/19/2013 12:25:34 PM		\$4,895.56
	Total 36006			\$4,895.56
Total Wadsworth Electric				\$4,895.56
Pat Witherbee	36007		2013 - November - Second meeting	
		Invoice - 11/19/2013		
		001-000-000-596-11-64-00	Government Facility	\$950.00
		Total Invoice - 11/19/2013		\$950.00
Grand Total	Vendor Count	20		\$25,439.60



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

BUDGET MESSAGE

To: Ilwaco City Councilmembers
From: Mike Cassinelli, Mayor

Subject: Budget request for 2014

I am pleased to submit for your consideration the 2014 proposed budget for the City of Ilwaco. Proposed 2014 expenditure and reserve contribution appropriations stated on a comparative basis with the 2013 amended budget and 2012 actual results are as follows:

<u>Appropriations</u>	Actual	Budget	Proposed
<i>General/Streets Fund</i>	2012	2013	2014
General City government (including legal svc and courts)	161,957	172,774	168,254
Law Enforcement	183,295	183,132	183,132
Fire Department	87,307	78,645	95,022
Other Services (Dispatch, Correctional Institution, etc.)	30,128	35,363	35,363
Physcial Environment including Planner	10,340	15,552	140,552
Library	25,822	15,833	15,221
Community Building	7,801	16,403	17,341
Parks	80,203	122,224	122,069
Streets (including grant funding)	734,871	419,917	737,790
Debt Repayment/Capital Expenditures/Reserve contribution	198,108	160,365	184,924
Total Expenditures	1,519,832	1,220,208	1,699,668
<i>Tourism Fund</i>			
Ilwaco Merchants Association	7,520	7,500	7,500
Visitors Bureau	8,269	8,269	8,269
Heritage Museum (includes insurance provided)	10,764	10,557	10,520
Ilwaco Charter Association	1,000	1,000	1,000
Other	39,723	38,500	38,500
Total Expenditures	67,276	65,826	65,789
<i>Excise Reserve Fund</i>			
Contribution to projects	36,940	5,000	4,000
Contribution to reserve	-	4,000	5,000
Total Expenditures	36,940	9,000	9,000



120 First Avenue North
 PO Box 548 • Ilwaco, WA 98624
 Phone: 360.642.3145
 Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

Water Fund

Operations & Maintenance	472,870	471,889	514,262
Capital Expenditures	157,102	2,866,150	1,943,000
Debt Service & Reserve contribution	86,686	35,161	106,033
Total Expenditures	716,658	3,373,200	2,563,295

Water/Sewer Bond Redemption Fund

Debt Service	3,621,226	333,484	477,046
Total Expenditures	3,621,226	333,484	477,046

Water/Sewer Bond Reserve Fund

Contribution to Reserve	16,602	9,102	20,553
Total Expenditures	16,602	9,102	20,553

Stormwater Fund

Operations & Maintenance	27,483	44,550	44,110
Capital Expenditures	-	-	-
Debt Service & Reserve contribution	47,195	31,923	31,503
Total Expenditures	74,678	76,473	75,613

Wastewater Fund

Operations & Maintenance	409,895	418,465	487,313
Capital Expenditures	247,374	1,347,799	552,252
Debt Service & Reserve contribution	3,702,539	326,580	495,037
Total Expenditures	4,359,808	2,092,844	1,534,602

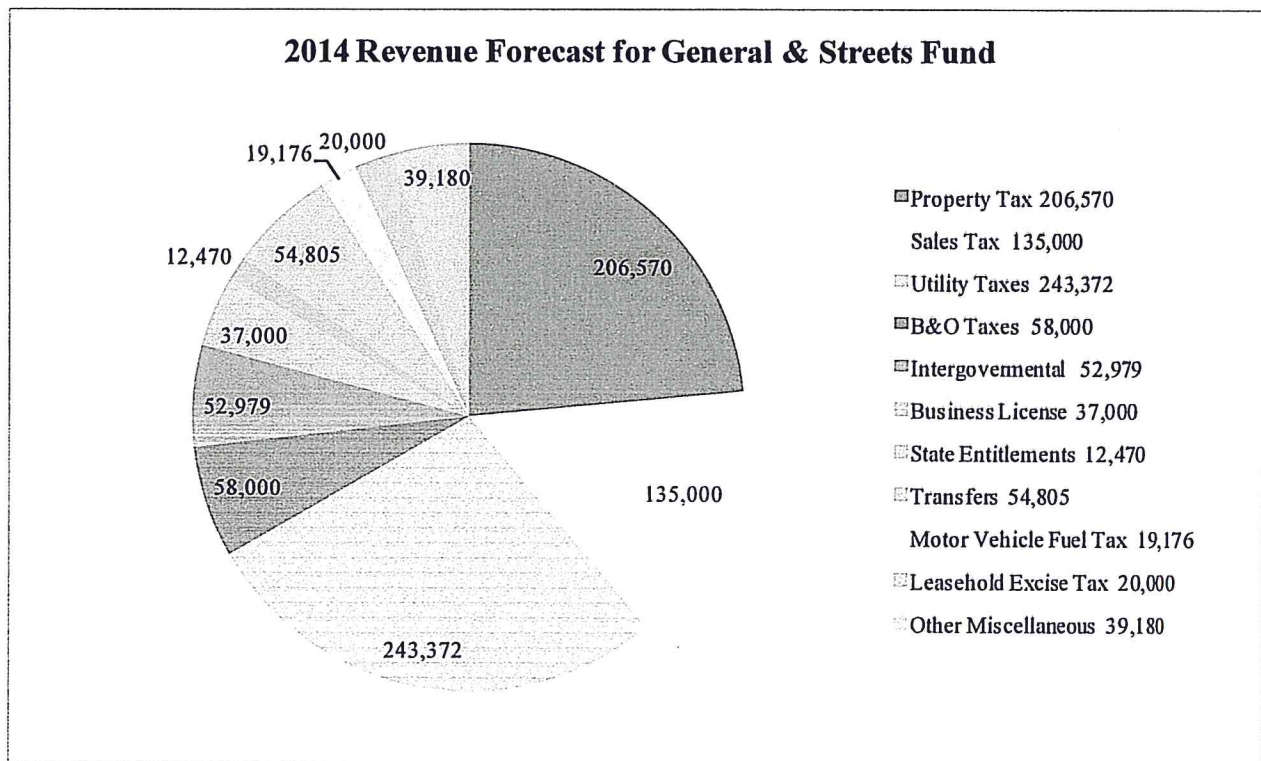
Revenues

The budget is balanced by a proposed levy of \$205,000 in property taxes that will be split between the General Fund (70%) and Streets Fund (30%). The levy is limited to a 1% increase each year which for 2014 was \$2,014. The estimated yield from retail sales and use tax for 2014 is \$135,000. This is the same as the projection for 2012 and 2013, which has not been this low since 2004 and 2005. In 2011 there were no significant projects supplementing sales tax revenues. The 2012 and 2013 sales tax revenue forecast were supplemented to include taxes collected as a result of the School Street reconstruction and First Avenue sewer replacement projects. The 2014 sales tax collection should benefit from the Elizabeth Street project, along with other known significant projects. The General and Streets Fund are further provided for by utility taxes collected on electricity, solid waste collection, telephone, cable modem, water, sewer, storm drainage, natural gas or telegraph making up approximately 28% of the annual support. Additionally, Business and Occupation Tax, business license fees and Motor Vehicle Fuel Tax provide almost 13% of the annual funding. The General Fund will also receive grant funds to complete the Shoreline Master Program Update (\$125,000) and continued work on the weeds in Black Lake (\$39,000), which are not illustrated in the graph. The Streets Fund will also recognize the receipt of two grants totaling \$641,130 (not illustrated in the following graph) from



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

the Transportation Improvement Board for the reconstruction of Elizabeth Street and for sidewalk improvements. The 2014 Water Fund budget includes revenues of \$25,000 funded by increased rates. Additionally, the Water Fund will utilize a Jobs Creation Grant (\$940,000) and Drinking Water State Revolving Funds loan with 30% loan forgiveness (\$770,000) for projects not completed in 2013. The Sewer Fund includes \$34,000 of revenue related to a rate increase. Additionally, a Public Works Trust Fund loan will be received for the replacement of the sewer line on Nesadi Drive.



Personnel

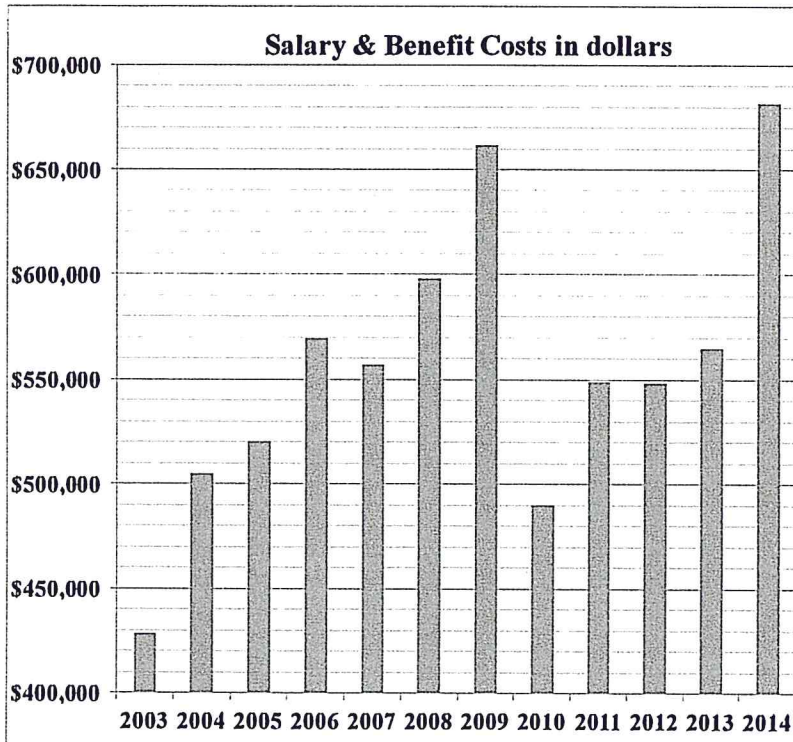
Salary and benefit costs are allocated to the General, Streets, Stormwater, Water and Wastewater Funds based on the time staff provide services for those activities. The budget provides for normal progressive step increases as noted in Resolution 2006-05 passed by the council during regular session of December 11, 2006. A 1% cost of living increase for the year 2014 has been included for city staff at the cost of approximately \$5,000. For 2011 and 2012 there was a 2% reduction in social security tax, in 2013 that reduction was no longer allowed. In 2013, city staff were granted a 2% pay increase. Prior to that, city staff had not been awarded a cost of living increase since the 2009 budget. At the beginning of 2010, three city staff were laid off and the

City of Ilwaco is an equal opportunity provider and employer.



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

City Council and mayor waived their salary reducing the overall expense. The 2014 budget includes a \$75,000 increase to salary expense and \$32,000 for benefits to hire two public works



staff. For 2012, the city selected a high-deductible health care plan for city staff, along with a contribution to a health care savings account for the amount of the deductible. The city currently makes no contribution to insurance for family members of the city staff. The savings from the high-deductible health care plan offset the increase for the required contribution the city made in 2012 to the Department of Retirement Systems on behalf of the city staff. For 2013 and 2014, the city continues to provide the high-deductible plan. Due to an increase in the contribution rates, retirement contributions for existing staff will increase by approximately \$10,000 in 2014.

The 2014 budget estimates

provide for two full-time employees and one part-time employee at City Hall, eight full-time utility employees and one part-time fire chief. The benefit plans were not changed and only had incremental increases. Mayor and City Council stipends waived in 2010 were restored in the 2011, 2012, 2013 and 2014 budgets. Since the layoff of three city staff in early 2010, the city has continued to restrain personnel expenses, while still attempting to provide adequate service to its citizens. The new hires in 2014 will allow Public Works staff to address the back log of maintenance projects, devote more attention to the water distribution system, create maintenance plans for the city facilities and add depth to the succession plan.

General Fund (001)

The General Fund provides for numerous city services, such as law enforcement, courts and detention facilities, fire protection and emergency services; parks, lakes, trails and recreation; library, senior services and community facilities; city planner, city attorney, clerk, treasurer, council and mayor. Approximately 19% of the annual expenditures from the General Fund are strictly for payment of the law enforcement services provided by the City of Long Beach. For 2014, 10% of the fund's expenditures will be for operations, maintenance and improvements for the fire department. 8% of the General Fund budget is to maintain the city parks. 17% of the expenditures will provide for City Hall administration, municipal court, city attorney, elected officials and audit costs. Substantial debt from the remodel of the community building,

City of Ilwaco is an equal opportunity provider and employer.



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

reconstruction of the fire station and purchase of the city hall and shop facility, along with capital expenditures and reserve contribution, make up 19% of the fund's annual expenditure. In addition to expenditures related to the Black Lake Aquatic Weed Grant, the city plans to update the playground timbers at the city park and perform trail maintenance. Overdue improvements to the ramp and roof at City Hall and work on the Shoreline Master Program Update have also been provided for in the 2014 budget.

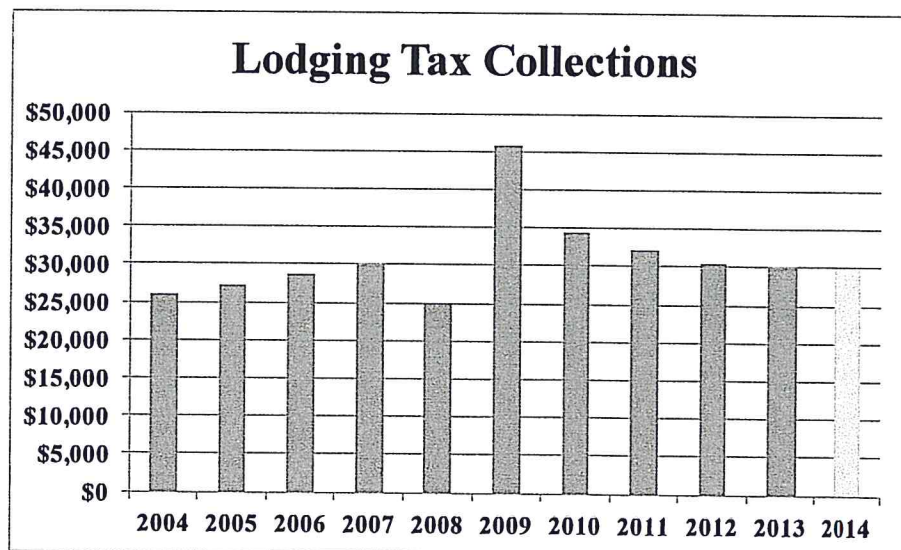
Streets Fund (101)

While in prior years the Streets Fund has included the costs associated with the city's stormwater system, in 2011 the council explored the potential need to maintain and improve the stormwater system, while alleviating the burden from the Streets Fund. By forming a separate source of revenue for the stormwater system, the Streets Fund should have the resources to begin annual maintenance and upgrades to city streets. In 2012, over \$700,000 of grant funds awarded from the Transportation Improvement Board, along with \$37,000 of the city's funds, were used to reconstruct School Street, which is the alternative bypass if there is an emergency in the city center. During 2013, Transportation Improvement Board funds were used to overlay Brumbach Avenue. The 2014 budget includes a \$586,000 grant funded project to reconstruct Elizabeth Street, which provides access to the Port of Ilwaco. Additional grant funds totaling \$52,000 will be used to improve sidewalks. In the future, grant opportunities will continue to be pursued to reconstruct and improve city streets.

Tourism Fund (104)

In 2010, lodging tax revenues began to reflect a downward trend that has resulted in lower appropriations. For 2014, the Ilwaco Merchants Association requested a total of \$15,000 for tourism promotion and have been appropriated \$7,500. The Columbia-Pacific Heritage Museum requested a total of \$5,000 for

expenditures in 2014, and \$5,000 has been appropriated. Additionally, \$5,520 has been appropriated from this fund to provide insurance on the building the museum rents from the city. The Visitors Bureau was appropriated \$7,500 after requesting \$8,000. An additional \$769 is appropriated for the Visitors Bureau building. \$1,000 was appropriated for the Ilwaco Charter Association. \$2,500 will be used to display event banners and maintain tourist-related facilities.



City of Ilwaco is an equal opportunity provider and employer.



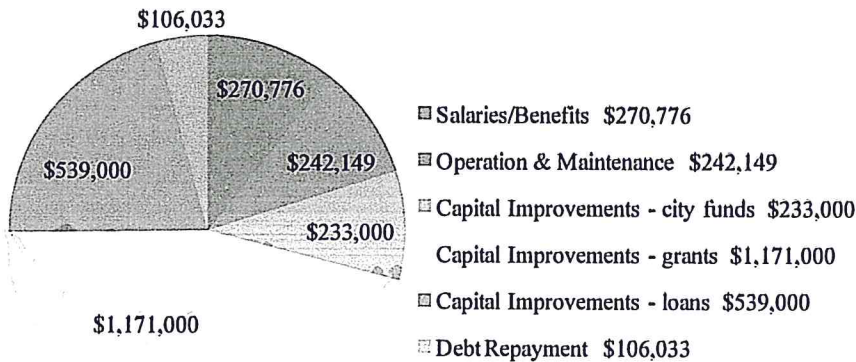
120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

Excise Reserve Fund (301)

The fund, established to provide for capital improvement projects, is forecast to begin 2014 with approximately \$18,000. Real Estate Excise Tax collected on the sale of property is estimated in the amount of \$9,000 for 2014. \$4,000 will be used during 2014 to provide the city's match requirement to the Transportation Improvement Board grant for the Elizabeth Street project.

Water Fund (401)

Water fund appropriation



The estimated Water Fund budgeted expenditures of \$2,561,959 are for maintenance and operation of the plant and distribution system, as well as repayment of long-term debt and capital projects. Over the past three years, the City Council has held regular meetings with representatives from the Washington State Department of Health

to find solutions to the challenges of the city's water utility. After the completion of the update to the Water Comprehensive Plan in 2011, the city was awarded loans to fund improvements to the backwash basin and add two reservoirs to the water distribution system. Remaining portions of those projects will be completed in 2014. During 2012, the city was awarded a Jobs Creation Grant by the Washington State Legislature for \$940,000, which will replace the two aging water filters at the treatment plant in 2014. Additionally, the city intends to paint the city's steel reservoir during 2014 and conduct a leak survey. Overall, the Water Fund is beginning to provide for needed maintenance, while building reserves to provide for the replacement of essential equipment and other assets.

Water/Sewer Bond Redemption Fund (403)

Revenues are transferred from the Water and Sewer Funds to provide for payments of long-term debt redemption.



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

Water/Sewer Bond Reserve Fund (404)

Debt covenants for certain bonds require that the city hold one annual payment in reserve. Currently, the City must put \$20,553 into the reserve fund until the total annual payment is reserved for each specific loan.

Stormwater Fund (408)

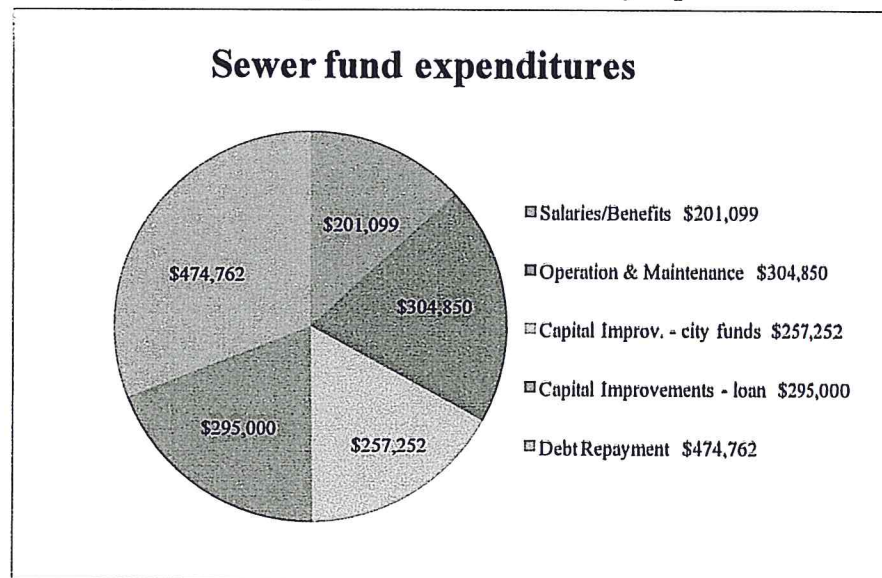
At the end of 2011, the Ilwaco City Council passed the necessary legislation to form a stormwater utility. The utility is responsible for the operation, maintenance, construction and debt service related to Ilwaco's stormwater infrastructure. Additionally, the utility has alleviated the burden on the Streets Fund allowing for future streets maintenance and repair.

Sewer Fund (409)

The estimated expenditures of \$1,532,962 are for daily maintenance and operation of the plant and collection system, as well as repayment of long-term debt and necessary capital expenditures.

Expenditures include the replacement of two effluent pumps and a meter at the plant, two liftstation pumps, replacing the plant roof and painting the building. Additionally, the construction funds from a loan for \$336,000 from the Public Works Trust Fund will fund the replacement of the Nesadi sewer line.

Reserves are being established to fund short-lived assets and the future purchase of the sludge site. At the beginning of 2013, a new sewer rate structure was implemented. In 2014, continued improvements will be made to the plant and system, while construction of the sewer line replacement project is carried out.



Summary

2014 is slated to be another year of working toward improving our city. The City of Ilwaco council and staff continue to work together to make well-informed, responsible decisions regarding the maintenance and improvement of the city's existing infrastructure in order to sustain our priceless community.

Respectfully submitted,
Mike Cassinelli, Mayor

City of Ilwaco is an equal opportunity provider and employer.

2014 Budget - City of Ilwaco

11/18/2013

001 GENERAL FUND									
ESTIMATED REVENUES -					ESTIMATED EXPENDITURES -				
General Property Tax			143,500		Official Publications				2,000
General Property Tax-IVFD Truck			-		Custodian				-
Timber Tax			-		Software Support Services (Vision & IFOCUS)				3,833
General Sales Tax			120,000		Software Upgrade				-
General Sales Tax from special project			15,000		Insurance - CityHall/Shop				7,362
B&O Tax			58,000		Electricity - City Hall				3,000
Garbage 6% Tax			13,800		Garbage Services				-
Charter Cable 6% Tax			12,000		Repair & Maintenance				200
Telephone 6% Tax			35,000		Miscellaneous				100
Electric 6% Tax			75,000		Mayor/Council Salaries				18,000
Water Utility Tax			53,797		Mayor/Council Benefits				2,235
Fire Hydrant Fee			-		Travel/Meals/Lodging				-
Sewer Utility Tax			49,455		City Water-Museum				-
Stormwater Utility Tax			4,320		City Sewer-Museum				1,890
Leasehold Excise Tax			20,000		City Water - City Hall				432
Gambling Tax			1,000		City Sewer - City Hall				1,440
TOTAL			600,872		City Storm Drainage				300
LICENSES & PERMITS					Miscellaneous				4,000
Business License			37,000		Election Costs				6,000
Building Permit Fees			7,560		Court - Remit to state				3,500
TOTAL			44,560		Municipal Court Services				17,250
INTERGOVERNMENTAL REVENUE					Administrative Salaries				38,568
PUD Privilege Tax			9,000		Administrative Benefits				11,326
FEMA Grant			-		Office & Operating				6,020
DOE Aquatic Weed Grant			39,000		Small Tools & Equipment				3,500
Shoreline Master Plan			125,000		Professional Services				-
PCOG for Fire Station			25,000		Communication				4,080
PCOG - Comm Bldg			18,979		Travel/Meals/Lodging				1,000
TOTAL			216,979		Planning Secretary				-
STATE ENTITLEMENTS					Insurance - Comm Bldg				-
Sales & Use Equalization			-		Electricity				-
Criminal Justice High Crime			-		Garbage Services				3,049
Criminal Justice Low Population			500		Ongoing Education				1,500
Criminal Justice DCD Area 3			-		Audit Costs				8,000
Criminal Justice DCD#4			1,500		Training				-
Criminal Justice Spec. Programs			795		Web Page				1,500
DUII Cities			200		Legal Services				15,000
Liquor Excise Tax			1,119		AWC Dues				720
Liquor Board Profits			8,357		Pacific Council of Governments				1,500
TOTAL			12,470		Pacific County EDC				500
CHARGES FOR SERVICES					Archive Imaging				-
Photocopying			100		TOTAL				167,806
Fire Protection Services			2,000		LAW ENFORCEMENT				
Planning Application Fees/land use			5,000		Law Enforcement				183,132
TOTAL			7,100		TOTAL				183,132
FINES AND FORFEITS					FIRE DEPARTMENT				
Municipal Court Fines			5,000		Salaries & Wages				14,963
City-Crime Victims			100		Benefits				9,248
TOTAL			5,100		Board of Volunteer Firemen				2,100
MISCELLANEOUS REVENUE					Life & Disability Insurance				3,600
					Operating Expenses				10,730
					Gasoline				1,600
					Small Tools & Equipment				3,418
					Training/Attendance				10,650
					Professional Service - inoculations (pd w/grant)				-
					Communication				4,440
					Insurance				9,540

2014 Budget - City of Ilwaco

11/18/2013

001 GENERAL FUND									
ESTIMATED REVENUES -					ESTIMATED EXPENDITURES -				
Interest Earnings					Malpractice Insurance				-
Interest on Sales Tax			40		Electricity				6,000
Park Donations			-		Water				1,500
Community Building Rents			1,250		Sewer				2,904
Community Building Electricity			11,500		Storm Drainage				500
Black Lake Fishing Derby Donations			4,800		Repairs & Maintenance				9,400
Other			2,400		Misc.				4,400
TOTAL			19,990		TOTAL				94,993
NON REVENUES					OTHER SERVICES				
Trauma Care			170		Postage Meter Rental				1,452
Auto Theft			220		Correctional Institution				3,500
Brain Trauma			40		Juvenile Facility				50
State Portion			1,300		Emergency Services				5,753
State 30% PSEA			700		Dispatch Services				24,608
Misc. Cash			-		Drug Task Force				-
JIS Account			225		TOTAL				35,363
Transfer in from 101 - Bldg. Rental			11,500		PHYSICAL ENVIRONMENT				
Transfer in from Tourism			2,500		Air Pollution Control				502
Transfer in from 401 - Bldg Rental			12,375		Planner Services				10,000
Transfer in from 409-Bldg Rental			7,500		Planner Services-SMP				125,000
Transfer in from 408 - boom mower			500		Alcohol Program 2%				250
Transfer in from 401 boom mower					Festival Banners				-
Transfer in from 409 boom mower			2875		Black Lake Fishing Derby				4,800
Transfer in from 101 boom mower					TOTAL				140,552
Transfer in from 409- public restrooms			9,900		Comm Bldg Other Water				
Transfer from Excise Rvs for shop roof					Comm Bldg Other Sewer				
Transfer in from 408 Bld Rental			5,000		Comm Bldg Other Electric				6,221
TOTAL			54,805		Comm Bldg Other Mntc				1,000
GRAND TOTAL ALL REVENUES					Comm Bldg - Insurance				9,120
			961,876		Miscellaneous				1,000
									17,341
					LIBRARY				
					Custodian				3,900
					Insurance				1,781
					Electricity				6,500
					City Water				1,200
					City Sewer				1,140
					Storm Drainage				100
					Repairs & Maintenance				500
					Miscellaneous				100
					TOTAL				15,221
					PARK				
					Salaries & Wages				31,040
					Benefits				12,787
					Office & Operating				4,500
					Aquatic Weed Treatment				39,000
					Small Tools & Equipment				12,200
					Electricity				3,046
					City Water				1,681
					City Sewer				2,280
					Storm Drainage				1,500
					Insurance				2,294
					Repairs & Maintenance				8,500
					Vehicle Purchase				-

11/18/2013

[illegible]

101 STREET FUND		2014 Budget - City of Ilwaco		11/18/2013	
ESTIMATED REVENUES -		ESTIMATED EXPENDITURES			
		2014		2014	
		Proposed		Proposed	
General Property Tax		\$61,500		Salaries & Wages	\$36,468
Motor Vehicle Fuel Tax		\$19,176		Benefits	\$14,516
MV Fuel Tax (STP Money)		\$0		Roadway Operating	\$2,000
Port contribution to Elizabeth		\$30,653		Roadway Equipment	\$1,500
Interest		-		Storm Drain Operating	\$0
TIB Fund: Sidewalks		52,035		Street Light Operating	\$6,005
TIB Funds: Overlay		-		Traffic Operating	\$0
TIB Funds: School Street				Ice Control Operating	\$850
TIB Funds: Elizabeth Avenue		558,435		Street Cleaning	\$4,000
Transfer from Excise Rsv (301) for TIB match		4,000		Road Side Operating	\$2,000
				Office & Operating	\$2,500
GRAND TOTAL REVENUES		\$725,799		Vehicle Purchase	\$0
				Gas & Oil	\$3,000
				Small Tools & Equipment	\$500
				Safety Training	\$133
				Admin. Maintenance	\$0
MVFT = 940 pop x 20.40				Web Page	\$0
				Insurance	\$1,384
				Construction Equipment	\$0
				Roadway Construction	\$0
				Storm Drainage Supplies	\$0
				Drainage Construction	\$0
				Overlook Loop/Beards Hollow	\$0
				TIB Projects	\$586,357
				TIB Sidewalks	\$54,773
				Chipseal	\$10,000
				Transfer to 001 - Building Rental/mo	\$11,500
				Reserve/Contingency	\$0
				Miscellaneous	\$0
GRAND TOTAL REVENUES		\$725,799		GRAND TOTAL EXPENDITURES	\$737,486
				2014 Reserve Contribution /(Deple	(\$11,687)
Reserve Analysis					
CARRYOVER FROM PRIOR YEAR, (Beginning Balance)		\$ 39,731			
2014 Reserve Contribution /(Depletion)		\$ (11,687)			
CARRYOVER TO NEXT YEAR		\$ 28,044			

1 TOURISM		2014 Budget - City of Ilwaco		11/18/2013	
ESTIMATED REVENUES		ESTIMATED EXPENDITURES			
Hotel-Motel Tax	\$30,000	Ilwaco Merchants Assoc.	\$7,500		
Investment Interest	\$130	Marketing Contract - Visitors Bureau			
TOTAL	\$30,130	Visitors Bureau	\$7,500		
		Fishing Derby			
		Ilwaco Musuem - insurance	\$5,520		
		Ilwaco Musuem	\$5,000		
		Visitors Bureau Bldg - City Portion	\$769		
		Banners/tourist facility mntc to Fund 001	\$2,500		
		Ilwaco Charter Association	\$1,000		
		City/Black Lake Park support	\$0		
		Refund of error re: State Park	\$36,000		
GRAND TOTALS ALL REVENUE	\$30,130	GRAND TOTAL EXPENDITURES	\$65,789		
		2014 Reserve Contribution /(Depletion)	(\$35,659)		
Reserve Analysis					
CARRYOVER FROM PRIOR YEAR	\$56,917				
Revenues	\$30,130				
Expenses	(65,789)				
2014 Reserve Contribution /(Depletion)	(\$35,659)				
CARRYOVER TO NEXT YEAR	\$21,258				

201 EXCISE RESERVE FUND		2014 Budget - City of Ilwaco					11/18/2013
ESTIMATED REVENUES				ESTIMATED EXPENDITURES			
Real Estate Excise Tax		\$9,000		TIB match		\$4,000	
GRAND TOTAL ALL REVENUES		\$9,000		Shop roof		\$0	
				TOTAL		\$4,000	
				GRAND TOTAL EXPENDITURES		\$4,000	
				2014 Reserve Contribution /(Depletion)		\$5,000	
Reserve Analysis							
CARRYOVER FROM PRIOR YEAR (Beginning Balance)		\$ 18,630					
2014 Reserve Contribution /(Depletion)		5,000					
		\$0					
CARRYOVER TO NEXT YEAR		23,630					

ESTIMATED REVENUES		ESTIMATED EXPENDITURES	
Water Sales	672,467	Salaries & Wages	200,859
TOTAL	672,467	Benefits	69,916
		TOTAL	270,775
		Operation & Maintenance	35,000
		Lab Supplies (catchup)	5,000
		Electrical Maintenance	12,000
Sale of Asset		Office Supplies & Support	6,000
Investment Interest	2,060	Computer & Software Support	9,000
Water Connections	7,500	Chemicals	32,000
Other - Reservoirs/Backwash/Filter	1,710,000	Quarterly Excise Payment	33,818
TOTAL	1,719,560	Annual Meter Calibrations	2,400
		DOE Annual Permit	5,000
		Gasoline Products	10,000
TOTAL	2,392,027	Computer/Software Upgrade	1,966
		Small Tools & Equipment	5,000
		TOTAL	157,184
		Professional Services	16,500
		Water line replacement	5,000
		Communications	4,500
		Travel/Meals/Lodging	2,000
		Safety Training	500
		Insurance	18,802
		Electricity	31,104
		Vehicle Repairs/Maint.	6,000
		Storm Drainage	560
		TOTAL	84,966
		TOTAL OPERATION & MAINTENANCE	512,926
		Clean Tanks	3,500
		Brush mower	4,500
		Paint steel reservoir	100,000
		Roof	30,000
		Equipment	40,000
		Meters	35,000
		Plant Improvements	20,000
		TOTAL	233,000
		Projects	1,710,000
		Shop roof	-
		TOTAL CAPITAL EXPENDITURES	1,943,000
		LOAN REPAYMENT	
		DWSRF Backwash Basin	3,871
		DWSRF Indian Creek	22,877
		DWSRF City Center	39,500
		PWTF-94206 Principal	3,994
		PWTF 94206 Interest	80
		Transfer to 001 - Building Rental/mower	12,375
		Transfer to 403 - Intertie Loan USDA 91-01	4,354
		Transfer to 403 -PWTF 04-65104-013	18,983
		TOTAL DEBT PAYMENTS	106,033
GRAND TOTALS ALL REVENUES	2,392,027	GRAND TOTAL EXPENDITURES	2,561,959
		2014 Reserve Contribution /(Depletion)	(169,932)

Reserve Analysis						
CARRYOVER FROM PRIOR YEAR (E	\$	206,016				
Revenues	\$2,392,027					
Operational Exepnses	(618,959)					
Net Collections (Usage) from Operations	\$	1,773,068				
Reserve Including 2013 Contribution	\$	1,979,084				
Utilization of Reserve for Capital Items -	\$	(1,943,000)				
RESERVE FOR FUTURE (Ending Bala	\$	36,084				
		Reserve Distribution based on proforma				
		2014	2015	2016	2017	2018
2014 Ending Fund Balance	\$	36,084	\$ 36,084	\$ 127,413	\$ 180,671	\$ 273,825
Less:						
New Construction/Equipment Replacement				12,671	30,975	
Equipment Replacement @ 50% of next ye	300	300	22,100	5,000	79,850	(4,854)
Emergency Reserve	100,000	-	42,313	100,000	100,000	100,000
Operating Reserve 12.5% of expense	63,000	35,784	63,000	63,000	63,000	63,000
Desired Reserve	163,300	36,084	127,413	180,671	273,825	158,146

2014 Budget - City of Ilwaco

11/18/2013

403 - W/S BOND REDEMPTION

ESTIMATED REVENUES

ESTIMATED EXPENDITURES

	2014 Proposed		2014 Proposed
Transfer from Water Intertie Loan USDA 91-01	\$ 4,354	USDA 91-01 Principal & Interest	\$ 4,354
Transfer From Sewer USDA 92-07		USDA 92-07 Principal & Interest	
Transfer From Sewer USDA SBR #3		USDA SBR #3 Principal & Interest	
Transfer From Sewer PWTF 97-791-007	\$ 15,086	DOE refinance (only one pmt first year)	\$ 215,667
Transfer from Sewer DOE Sahalee	\$ 2,578	DOE First Ave	\$ 32,617
Transfer from Sewer DOE Refinance (only one pmt)	\$ 215,667	DOE Sahalee	\$ 2,578
Transfer from Sewer for DOE First Ave	\$ 32,617	PWTF 97-791-007 Principal & Interest	\$ 15,086
PC 13-961-054 Nesadi		PWTF 04-691-PRE-116; Phase #2- Principal	\$ 1,496
Transfer From Sewer PWTF 04-691	\$ 1,676	PWTF 04-691-PRE-116; Phase #2- Interest	\$ 180
Transfer From Sewer PWTF 05-691	\$ 25,528	PWTF 05-691-023; Phase#2 -Principal	\$ 20,260
Transfer From Sewer SRF 94-08	\$ 104,308	PWTF 05-691-023; Phase#2 -Interest	\$ 5,268
Transfer from Sewer PWTF 06-962-017	\$ 13,564	SRF 94-08 Principal Only	\$ 104,308
Transfer from Sewer B of P 2008	\$ 29,648	PWTF 06-962-0017 Principal & Interest	\$ 13,564
Transfer from Water PWTF 04-65104-013	\$ 18,983	B of P 2008 Principal & Interest	\$ 29,648
Transfer from Sewer PR09-951-050	\$ 13,038	PWTF 04-65104-013	\$ 18,983
Investment Interest	\$ -	PC 13-961-054 Nesadi	
		PR09-951-050	\$ 13,038
TOTAL	\$ 477,046	TOTAL	\$ 477,046

2013 Reserve Contribution /(Depletion) \$ -

Reserve Analysis

CARRYOVER FROM PRIOR YEAR

\$ -

REVENUES \$ 477,046

EXPENSES \$ (477,046)

\$ -

\$ -

\$ -

CARRYOVER TO NEXT YEAR

\$ -

404- W/S BOND RESERVE		2014 Budget - City of Ilwaco						11/18/2013
ESTIMATED REVENUES		ESTIMATED EXPENDITURES						
		2014						
		Proposed						
WWTP Bond Reserve First Ave		Reserve						
WWTP Bond Reserve- L1300001								
WWTP Bond Reserve-2008-BoFP								
TOTAL		TOTAL						\$0.00
		2014 Reserve Contribution /(Depletion)						\$20,552.93
Reserve Analysis								
CARRYOVER FROM PRIOR YEAR (Beginn		S 327,179.00						
2014 Reserve Contribution /(Depletion)		S 20,552.93						
CARRYOVER TO NEXT YEAR		S 347,731.93						

STORMWATER FUND		2014 Budget - City of Ilwaco				11/18/2013
ESTIMATED REVENUES -		ESTIMATED EXPENDITURES				
		2014			2014	
		Proposed			Proposed	
Service Charges		\$72,000	Salaries & Wages		15,590	
Interest		\$0	Benefits		5,367	
			Storm Drain Operating		8,000	
			Office & Operating		-	
			Excise tax		1,600	
GRAND TOTAL REVENUES		\$72,000	Gas & Oil		1,000	
			Small Tools & Equipment		-	
			Safety Training		-	
			Insurance		692	
			Software		600	
			Vehicle		-	
			Storm Drainage Supplies		-	
			Drainage Construction		5,600	
			Transfer to 001 - Building Rental/mower		5,500	
			O & M Subtotal	0.66	43,950	
	half		PWTF 04-691-PRE-116; Phase #2- Principal		1,496	
	half		PWTF 04-691-PRE-116; Phase #2- Interest		165	
	half		PWTF 05-691-023; Phase#2 -Principal		20,260	
	half		PWTF 05-691-023; Phase#2 -Interest		4,863	
			DOE #L9900038 Strmwtr - Principal		3,446	
			DOE #L9900038 Strmwtr - Interest		1,273	
			Reserve/Contingency		-	
			Miscellaneous		-	
			Debt Subtotal	0.93	\$31,503	
GRAND TOTAL REVENUES		\$72,000	GRAND TOTAL EXPENDITURE	0.77	\$75,452	
			2014 Reserve Contribution /(Depletion)		(\$3,452)	
Reserve Analysis						
CARRYOVER FROM PRIOR YEAR (Beginning Balance)		S 11,406				
2014 Reserve Contribution /(Depletion)		S (3,452)				
CARRYOVER TO NEXT YEAR		S 7,954				

2014 Budget - City of Ilwaco

11/18/2013

409 - SEWER FUND									
ESTIMATED REVENUES					ESTIMATED EXPENDITURES				
Seaview Sewer Dist. Fees		230,157			Salaries & Wages		147,397		
Seaview SRF Loan Match		94,282			Benefits		53,702		
TOTAL		324,439			TOTAL		201,099		
					Operation & Maintenance		11,700		
Sewer Service Charges		824,244			Electrical Maintenance		27,000		
Insurance recovery		-			Lab Supplies		2,730		
Sewer Connections		18,600			Office Supplies & Support		3,855		
Other		500			Computer & Software Support		10,000		
TOTAL		843,344			Chemicals		21,000		
					Excise Tax		16,528		
Loan Proceeds		295,000			Annual Meter Calibrations		4,120		
First Ave project		-			DOE Annual Permit		2,600		
TOTAL		295,000			Screen Panels & Brushes		1,854		
					Gas/Oil Products		7,000		
GRAND TOTAL ALL REVENUES		1,462,783			Small Tools		3,000		
					Maintenance/brushing right of ways		-		
					TOTAL		111,387		
					Professional Services		-		
					Attorney Fees		-		
					Communications		5,410		
					Travel/Meals/Lodging		2,500		
					Training		3,500		
					Insurance		13,894		
					Electricity		62,000		
					City Water		5,500		
					City Sewer		8,000		
					Garbage Services		2,600		
					Storm Drainage		584		
					Repairs		20,200		
					Spray Sludge Disposal Site		43,000		
					Annual Pipe Clean/TV Inspection		6,000		
					Misc.		-		
					TOTAL		173,188		
					TOTAL OPERATION & MAINTENANCE		485,673		
					Machinery & Equipment		94,753		
					Electrical Repairs		-		
					Sludge Truck life extension		-		
					Treatment Plant Roof/Siding/Painting/Parking		59,200		
					Vehicle Purchase		8,000		
					Effluent pump&meter 2013		68,000		
					TOTAL		229,953		
					Software Upgrade		1,966		
					Nesadi/Sahalee		295,000		
					First Street Sewer Line		-		
					Sewer Line Replacement/repair		25,333		
					Contingency		-		
					TOTAL		322,299		
					TOTAL CAPITAL EXPENDITURES		552,252		
					To 402 Equipment Reserve		-		
					To 405 Maintenance Reserve		-		
					Transfer to 001 building/inower/restrooms		20,275		
					TOTAL		20,275		
					PWTF 13-961-054		500		
					To 404 SRF for First Ave		12,920		
					To 403 SRF for First Ave		32,617		
					To 403 SRF Bond Redemption - SRF 94-08		104,308		
					To 403 WWTP PWTF Redemption-97-791-0		15,086		
					To 404 WWTP Bond Reserve-2008-B of P		2,965		
					To 403 WWTP B of P - 2008		29,648		
					To 403 WWTP DOE Refinance (only 1 pmt		215,667		
					To 403 WWTP SRF for SAHALEE		2,578		
					To 404 WWTP Bond Reserve-2004-#92-10/		4,668		
					To 403 WWTP PWTF 06-962-017		13,564		
					To 403 WWTP PWTF Redemption-05-691-0		25,528		
					To 403 WWTP PR-09-951-050		13,038		
					To 403 WWTP PWTF Redemption-04-691-0		1,676		

2014 Budget - City of Ilwaco

11/18/2013

[illegible]

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing: 11/25/13
Council Discussion Item: 11/12/13 Council Business Item: 11/25/13
- B. Issue/Topic: **Ordinance adopting the budget for the City of Ilwaco for 2014**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The city council is required to pass a budget ordinance to legally adopt the budget for the next year.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. The managers, mayor, city council and treasurer have put substantial time into the compilation of the budget. Since the city has limited resources, it is imperative that careful thought be put into the planned expenditures.
- F. Impacts:
1. Fiscal: The proposed budget will be used as a guide for the ensuing calendar year.
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended X N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates: The budget must be passed prior to the end of 2013.
- J. Proposed Motion: **I move to adopt the proposed ordinance establishing the 2014 budget for the City of Ilwaco.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF ILWACO,
WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2014**

WHEREAS, the mayor of the City of Ilwaco, Washington, completed and placed on file with the city treasurer a proposed budget and estimate of the amount of monies required to meet the public expense, bond retirement and interest, reserve funds and expenses of government of said city for the fiscal year ending December 31, 2014, and a notice was published that the council of said city would meet on the 25th day of November 2013 at the hour of 6:00 p.m., at the council chambers of said city, for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of said city an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet at said time and place and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Ilwaco for the purposes set forth in said budget, and the estimated expenditures set forth in said budget being all necessary to carry on the government of said city for said year and being sufficient to meet the various needs of the city during said period.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. The budget of the City of Ilwaco, Washington, for the year 2014 is hereby adopted at the fund level in its final form and content as set forth herein, three copies of which are on file in the Office of the Clerk.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Ilwaco, and aggregate totals for all such funds combined, for the year 2014 as set forth following including any exceptions and deferrals noted:

<u>City of Ilwaco Funds</u>	<u>Appropriation</u>
General Fund	1,084,868
Street Fund	765,530
Tourism Fund	87,047
Excise Reserve Fund	27,630
Water Fund	2,598,043
Water/Sewer Bond Redemption Fund	477,046
Water/Sewer Bond Reserve	347,732
Stormwater Fund	83,406
Sewer Fund	1,831,497
Total Appropriations	7,302,798

Section 3. The city treasurer is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Association of Washington Cities.

Section 4. The city treasurer is directed to transmit a budget status report to the City Council prior to the City Council meeting on the fourth Monday of each month starting in January 2014, and continuing indefinitely. Such report is to be in a format acceptable to the City Council.

Section 5. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF NOVEMBER, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: December xx, 2013

EFFECTIVE: December xx, 2013

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 11/12/13 Council Business Item: 11/25/13
- B. Issue/Topic: **2013 Second Budget Amendment Ordinance**
- C. Sponsor(s):
 1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
 1. Total revenues plus prior year carryover or total expenditures plus end of year carryover must be stated in the budget ordinance. If the amount is exceeded, the city could be issued a finding by the state auditor's office. Because of this requirement, appropriations must be at or more than what is anticipated to occur.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1. A budget amendment has been created to illustrate the necessary changes to the budget for unforeseen revenues and expenditures that have been incurred or projected since the last budget amendment in May 2013.
 2. See attached email for further detail.
- F. Impacts:
 1. Fiscal: See attached email
 2. Legal:
 3. Personnel:
 4. Service/Delivery:
- G. Time Constraints/Due Dates: Must be in place before year end
- H. Proposed Motion: **I move that the council adopt the 2013 second budget amendment ordinance as presented.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING THE 2013 BUDGET OF THE CITY OF
ILWACO, WASHINGTON AS ADOPTED BY ORDINANCE #811 and
AMENDED BY ORDINANCE #818**

WHEREAS, the City of Ilwaco adopted the 2013 budget in final form by Ordinance #811 on December 10, 2012 and amended by Ordinance #818 on May 28, 2013; and

WHEREAS, subsequent thereto it has become necessary for the city to amend said ordinance because of revenues and council approved unbudgeted expenditures of same; and

WHEREAS, the city is desirous of amending its budget pursuant to RCW 35A.33.090.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. The following accounts contained in the 2013 Budget are hereby amended as follows:

General Fund - #001

Adjust for additional grant revenue and expenditure fluctuations.

Streets Fund - #101

Adjust for additional fuel tax and grant receipts, and grant related expenditures.

Tourism - #104

Adjust for additional lodging tax receipts.

Excise Reserve #301

Adjust for additional tax receipts.

Water Fund - #401

Change only to line item expenditures.

Water/Sewer Bond Redemption Fund - #403

No change.

Water/Sewer Bond Reserve Fund - #404

No change.

Stormwater Fund - #408

Adjust for additional receipts.

Sewer Fund - #409

Change only to line item expenditures.

Section 2. The budget for the year 2013 is amended to provide for the changes as outlined above and as set forth in Exhibit A attached hereto.

Section 3. The city clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

Section 4. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED
IN AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF XXX, 2013.**

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: November xx, 2013

EFFECTIVE: November xx, 2013

**BUDGET AMENDMENT FOR 2013
CITY OF ILWACO
EXHIBIT "A" of Ordinance #XXX**

<u>City of Ilwaco Funds</u>	<u>Original Appropriation</u>	<u>Amendment #1</u>	<u>Amendment #2</u>	<u>Variance</u>
General Fund	918,463	909,853	937,453	27,600
Street Fund	244,091	430,131	519,393	89,262
Tourism Fund	85,724	80,743	86,743	6,000
Excise Reserve Fund	21,283	21,630	23,630	2,000
Water Fund	3,421,782	3,426,316	3,426,316	(0)
Water/Sewer Bond Redemption Fund	333,483	333,483	333,483	0
Water/Sewer Bond Reserve	327,179	327,179	327,179	-
Stormwater Fund	83,798	75,898	80,898	5,000
Sewer Fund	1,987,201	2,369,558	2,369,558	(0)
Total Appropriations	7,423,003	7,974,791	8,104,653	129,862

City Clerk

From: Elaine McMillan [treasurer@ilwaco-wa.gov]
Sent: Monday, November 04, 2013 11:19 AM
To: City Clerk
Subject: FW: 2013 Budget amendment
Attachments: ORDINANCE #XXX Budget amendment.doc

From: Elaine McMillan [mailto:treasurer@ilwaco-wa.gov]
Sent: Friday, November 01, 2013 11:47 AM
To: 'David Jensen'; 'Fred Marshall'; 'Gary Forner'; 'Jon Chambreau'; 'Vinessa Mulinix'
Cc: 'mayor@ilwaco-wa.gov'
Subject: 2013 Budget amendment

Council –

You may recall that at the end of the year the council passes a budget amendment to true-up the budget. The appropriations in the ordinance that the council passes includes the beginning fund balance plus annual revenues which equals the annual expenditures plus the ending fund balance. If the city receives higher revenues than originally budgeted, it appears to the auditors that the appropriation has been exceeded. For example if the budget is beginning balance (5) plus revenues (10) = expenditures (11) plus ending balance (4) = appropriation (15). If the actual is beginning balance (5) plus revenues of (13) = expenditures of (11) plus ending balance (7), then the appropriation is exceeded (3).

There are items of the budget that need to be amended. In lieu of a workshop, I am listing the detailed adjustments in this email. If you think a workshop is necessary, I would be happy to hold one. Attached is the drafted ordinance.
If you have questions, please respond to me only.

General Fund: Increase revenue and expenses by \$25,000 for Shoreline Mast Plan grant. Increase expenditures by \$6546 for payments on boom mower. Decrease expenditures for city hall upgrades moved to 2014 budget, \$10,000. Adjust ending balance by increase of approx. \$3,454

Streets Fund: Increase revenue for \$25,000 related to STP funds that were distributed by county as a result of their projects, increase revenue by \$65,000 for additional TIB grant funds, increase expenditures on TIB projects by \$60,000. Increase ending balance by \$30,000.

Excise Reserve Fund: Increase tax receipts by \$2,000 and ending balance by the same.

Tourism Fund: Increase tax receipts by \$6,000 and ending balance by the same.

Bond Redemption Fund: no change

Bond Reserve Fund: no change

Stormwater Fund: Increase revenue by \$5,000 and ending balance by the same.

Water Fund: Increase each salary and benefits by \$7,000 due primarily to overtime over the course of the year. Increase to chemicals by \$3,000. And decrease paint steel reservoir by \$100,000 as it is now part of 2014 budget. Increase ending balance by \$83,000.

Sewer Fund: Increase salary by \$3,000 and benefits by \$5,000 primarily has a result of overtime. Decrease ending balance by \$8,000.

Regards,

Elaine McMillan
Treasurer
City of Ilwaco
P.O. Box 548
Ilwaco, WA 98624

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/12/13 Council Business Item: 11/25/13
- B. Issue/Topic: **Shoreline Master Program Update Grant Agreement**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The City of Ilwaco is required by the Department of Ecology (DOE) to update its Shoreline Master Program (SMP). In turn, DOE provides project funding to cover most of the costs of the update. The City is required to complete its update by June 30, 2016.
2. The City adopted by reference the Pacific County Shoreline Master Program in 1999. However, this city action was never transmitted to DOE; therefore, the SMP approved by DOE on April 8, 1975, remains the valid master program until this new update is complete.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. On October 29, 2013, DOE awarded the City \$125,000 to complete the SMP, with \$100,000 being awarded for years 1 and 2, and \$25,000 to be awarded for year three, subject to legislative appropriation for Fiscal Year 2016. Year 3 will be addressed by a formal amendment to the DOE grant agreement.
- F. Impacts:
1. Fiscal: \$100,000 grant provided by DOE for July 1, 2013, through June 30, 2015.
2. Legal: Grant agreement has been reviewed and approved by the city attorney.
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
- I. Time Constraints/Due Dates: The agreement requires the consultant contract be executed by 12/2/13.
- J. Proposed Motion: **I move to authorize the mayor to execute the proposed Shoreline Master Program Grant Agreement (G1400373) between the Washington State Department of Ecology and the City of Ilwaco.**



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

October 29, 2013

Ms. PJ Kezel
Planning Department
City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Dear Ms. Kezel:

Attached for signature is grant agreement #G1400378 for the City's Comprehensive Shoreline Master Program (SMP) Update project.

The *total* state funding provided for your SMP update will be \$125,000. The start date of the agreement is July 1, 2013; the end date is June 30, 2015. The start date of July 1, 2013 means that any eligible project costs incurred after that date can be grant reimbursable.

The enclosed grant agreement for \$100,000 is for the work that will be completed this biennium (July 1, 2013 – June 30, 2015). The remaining \$25,000 will be added to your agreement in the next biennium (beginning July 1, 2015), after the state budget is approved and funds are appropriated for these grants. At that time we will amend your grant to add the funds and the remaining tasks to complete your update.

Please be aware that the funds awarded in this grant must be spent by June 30, 2015. Any funds not spent by that date will revert to source and will no longer be available. Therefore, we encourage you to actively manage your project to keep it on track and ensure that you can make full use of the funds available to you. Please let us know if there's anything we can do to help make sure this happens.

Ecology staff is committed to providing you technical assistance and support throughout your project. Your Ecology Project Manager is:


Kim Van Zwalenburg
SEA Program / Southwest Regional Office
Washington State Department of Ecology
PO Box 47775
Olympia, WA 98504-7775
Phone: 360-407-6520
E-mail: kim.vanzwalenburg@ecy.wa.gov

Ms. PJ Kezel
City of Ilwaco
Page 2 of 2

I encourage you to contact her when you have any questions about your SMP update or your grant agreement. You can also feel free to contact me at (360-407-6224) with any questions about this letter or the SMP Grants Program.

Good luck on your SMP project. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Lynn', with a long horizontal flourish extending to the right.

Brian Lynn
Coastal/Shorelands Section Manager
Shorelands and Environmental Assistance Program



AGREEMENT NO. G1400373

SHORELINE MASTER PROGRAM GRANT AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND THE

CITY OF ILWACO

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and CITY OF ILWACO hereinafter referred to as the "RECIPIENT" to carry out activities described herein.

GENERAL INFORMATION

Project Title:	Comprehensive SMP Update for the City of Ilwaco
Total Cost:	\$125,000
Total Eligible Cost:	\$125,000
Eligible Ecology Share <i>this biennium</i> :	\$100,000
Recipient Share:	\$0
Funding Source:	State: Environmental Legacy Stewardship Account (ELSA)
The Effective Date of this Agreement is:	July 1, 2013
The Expiration Date of this Agreement is no later than:	June 30, 2015
Project Type:	Planning
Project Short Description:	Comprehensive Shoreline Master Program Update for City of Ilwaco

RECIPIENT INFORMATION

RECIPIENT Name:	City of Ilwaco
Federal Tax ID:	91-6001443
DUNS Number:	003206976
Mailing Address:	PO Box 548, Ilwaco, WA 98624
Physical Address:	120 First Ave N, Ilwaco WA 98624
RECIPIENT Email:	clerk@ilwaco-wa.gov
RECIPIENT Fax:	360-642-3155

Recipient Contacts

Project Manager	Name: Department: Address: City, State, Zip: Phone: Email:	PJ Kezele Planning PO Box 548 Ilwaco, WA 98624 360-642-3145 clerk@ilwaco-wa.gov
Billing Contact	Name: Department: Address: City, State, Zip: Phone: Email:	Elaine McMillan Treasurer PO Box 548 Ilwaco, WA 98642 360-642-3145 treasurer@ilwaco-wa.gov
Authorized Signatory	Name: Title: Phone: Email:	Mike Cassinelli Mayor 360-642-3145 mayor@ilwaco-wa.gov

ECOLOGY INFORMATION

Mailing Address:	Department of Ecology, Headquarters Office Shorelands and Environmental Assistance (SEA) Program PO Box 47600 Olympia, WA 98504-7600
Physical Address:	Shorelands and Environmental Assistance Program 300 Desmond Drive SE Lacey, WA 98503

Ecology Contacts

Project Manager / Technical Advisor	Name:	Kim Van Zwalenburg
	Program / Region:	SEA Program / Southwest Regional Office WA State Department of Ecology
	Address:	PO Box 47775
	City, State, Zip:	Olympia, WA 98504-7775
	Phone:	360-407-6520
	Email:	kim.vanzwalenburg@ecy.wa.gov
Financial Manager	Name:	Bev Huether
	Program / Region:	SEA Program / Headquarters Office WA State Department of Ecology
	Address:	PO Box 47600
	City, State, Zip:	Olympia, WA 98504-7600
	Phone:	360-407-7254
	Email:	bhue461@ecy.wa.gov

ALL WRITINGS CONTAINED HEREIN

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement:

Washington State
Department of Ecology

City of Ilwaco

Gordon White Date
Program Manager
Shorelands and Environmental

Mike Cassinelli Date
Mayor

Approved as to form by
The Assistant Attorney General

*(Note: Insert additional signature blocks(s)
and/or pages if more than one signature
block is required)*

SCOPE OF WORK

RECIPIENT will complete an update of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act (SMA) and its implementing rules, RCW 90.58.130 and Chapter 173-26 WAC including the Shoreline Master Program Guidelines (Guidelines).

The SMP update process includes completion of inventory and analysis reports with corresponding maps and illustrations that characterize shoreline ecological conditions; development of shoreline policies, environment designations, and use regulations; as well as analysis of cumulative impacts and uses, and preparation of a shoreline restoration plan. RECIPIENT will incorporate public participation throughout the SMP process. The RECIPIENT may use consultant support as appropriate.

Some of the tasks included in this scope of work will overlap in time and may be completed simultaneously with other tasks. Some tasks are iterative (e.g., analyzing cumulative impacts, developing regulations) and may involve various steps conducted at different times in the process before they are completed.

Further planning details can be found at:

<http://www.ecy.wa.gov/programs/sea/shorelines/smp/toolbox.html> .

Task 1: Project Coordination

Task Cost: \$11,000 (+\$4,500 Year 3*)

The RECIPIENT will:

- A. Coordinate throughout the SMP update process with ECOLOGY and other applicable federal, state and local agencies. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance on data sources and approaches, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the update process.
- B. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with all other appropriate entities which may have useful scientific, technical, or cultural information.
- C. Coordinate with adjacent jurisdictions that share areas within shoreline jurisdiction (example: jurisdictions on the same lake or stream) for the purpose of efficiently using grant funds; sharing information and methods of analysis; drafting compatible SMP policies, regulations, environment designations; and coordinating public involvement.
- D. Attend, or may attend, training to assist with the Shoreline Master Program and the public process. These include ECOLOGY-sponsored coordination meetings as well as other relevant training such as on the ordinary high water mark, floodplain or wetland training, etc.

Task Goal Statement: To ensure that RECIPIENT gathers useful scientific, technical, and cultural information, share information and methods of analysis, consider agency and tribal positions, and consult regularly with ECOLOGY.

Task Expected Outcome: Update in each quarterly progress report as to the significant issues, coordination activities and participants.

Deliverables:

Task 1	Description	Date Due
1.	Description of all project coordination activities updated in each progress report submitted to Ecology's Project Manager.	Quarterly (see General Terms and Conditions)

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Task 2: Secure Consultant and/or Interlocal Services

Task Cost: \$1,000

If applicable, the RECIPIENT will:

Secure qualified consultant services: In accordance with the RECIPIENT's procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement: To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcomes: Contract and sub-agreement with consultant(s)

Deliverables:

Task 2	Description	Date Due
1.	Final signed consulting contract.	12/2/13
2.	Update in Progress Report.	Quarterly

Task 3: Public Participation

Task Cost: \$10,000 (+\$2,500 Year 3*)

The RECIPIENT will:

- A. Develop Public Participation Plan:** Prepare a public participation plan that ensures active public involvement throughout the SMP update process. The plan shall identify specific objectives, outreach strategies, key parties (Planning Commission and elected officials, shoreline property owners, state agencies, tribes, local residents, neighboring jurisdictions and other stakeholders), and a timeline for public participation activities consistent with the objectives of the Shoreline Management Act (see RCW 90.58.130) and WAC 173-26. Public involvement strategies may include, but are not limited to, open houses, workshops, user surveys, web sites.

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

- B. Conduct public participation activities:** Implement the public participation plan throughout the course of the SMP update process.

Task Goal Statement: To inform and involve all stakeholders in the SMP update process.

Task Expected Outcomes: Continuous public participation activities throughout the SMP update process.

Deliverables:

Task 3	Description	Date Due
1.	Public Participation Plan.	12/30/13
2.	Updates in Quarterly Progress Reports with public outreach activities.	Quarterly

Task 4: Preliminary Assessment of the Shoreline Jurisdiction

Task Cost: \$6,300

The RECIPIENT will:

Identify Preliminary Shoreline Jurisdictions: The RECIPIENT will identify the preliminary geographic scope for the comprehensive SMP update project consistent with RCW 90.58.030(2). Use available information to map required and optional Shorelines of the State as defined by statute and rule in order to identify the initial area under SMA shoreline jurisdiction. The shoreline jurisdiction area will be refined during later tasks to identify and eliminate shorelines from the local SMP that are under sole jurisdiction of federal and tribal governments and within the National Scenic Area as defined in the Columbia [River] Gorge National Scenic Area Act, P.L. 99-663. The preliminary jurisdiction mapping will include:

- Statutory minimum areas consisting of the following Shorelines, Shorelines of Statewide Significance and Shorelands (per RCW 90.58.030(2). This includes national forests and other federal or tribal areas that are not under sole jurisdiction of the federal government or tribes.
 - Rivers and streams with mean annual flow over 20 cubic feet per second.
 - Lakes and reservoirs exceeding 20 acres.

- Associated wetlands of these areas.
- Lands extending landward 200 feet from the ordinary high water mark, floodways and floodplain areas landward 200 feet from the ordinary high water mark.

Optional areas to be considered for inclusion in the SMP:

- **Floodplains:** All or part of the floodplain landward of the 200-foot mark from the floodway (per RCW 90.58.030(2)(f)(i)).
- **Buffers:** Buffers necessary for the protection of Critical Areas as defined in Growth Management Act regulations (per RCW 90.58.030(2)(f)(ii)).
- **Future annexation areas:** For cities, SMPs may include Shoreline Environment predesignation within designated unincorporated Urban Growth Areas.

RECIPIENT will contact the ECOLOGY Project Manager for the most recent maps of stream segments meeting the 20 cfs threshold and other available information. If federal or tribal areas are proposed for exclusion, provide documentation that the area is under sole jurisdiction which precludes application of local and state authorities.

Task Goal Statement: To preliminarily identify all Shorelines of the State within the jurisdiction's geographic area so that supporting documents such as the inventory and characterization and restoration plan are adequate to support final decisions regarding shoreline jurisdiction.

Task Expected Outcomes: Preliminary identification of all shorelines of the State within the jurisdiction.

Deliverables:

Task 4	Deliverable Description	Date Due
1.	Preliminary (digital) jurisdiction map of Shorelines of the State subject to local SMP.	1/31/14
2 .	SMP submittal checklist for work completed under this task.	1/31/14

_____ balance of page left blank intentionally _____

Task 5: Shoreline Inventory, Analysis, and Characterization

Task Cost: \$21,000

The RECIPIENT will:

A. Conduct Shoreline Inventory

Compile all pertinent and reasonably available data, plans, studies, inventories, maps, and other applicable information. To the extent that such information is relevant and reasonably obtainable, the RECIPIENT will collect the following information:

- Shorelines of the State (all marine shorelines, streams >20 cfs mean annual flow, lakes >20 acres, and shorelands) as defined in RCW 90.58.030, located in the RECIPIENT's jurisdiction.
- General location of channel migration zones, floodplains and floodway.
- Critical areas, including wetlands, aquifer recharge areas, fish and wildlife conservation areas, geologically hazardous areas, and frequently flooded areas, as defined in RCW 36.70A, the Growth Management Act.
- Shoreline and adjacent land use patterns/density and transportation and utility facilities, including the extent of existing structures, impervious surfaces, vegetation and shoreline modifications within shoreline jurisdiction. Platted lots including undeveloped lots (except those not developable under local subdivision ordinance).
- Degraded areas and sites with potential for ecological restoration.
- Areas of special interest, such as priority habitats, rapidly developing waterfronts, previously identified toxic or hazardous material clean-up sites, and eroding shorelines.
- Existing and potential shoreline public access sites, including public rights-of-way and utility corridors. The inventory will include descriptions of recorded public access easements, their prescribed use, maintenance and terms.
- Historical aerial photographs documenting past conditions to assist in preparing an analysis of cumulative impacts of development.
- Archaeological and historic resources in shoreline jurisdiction.

(Note: Please provide ECOLOGY with sufficient time, approximately 30 days, to review and comment on the draft inventory data sources list and working maps).

B. Conduct Shoreline Analysis

Conducting the shoreline analysis will result in a shoreline characterization report. The report will define the ecological functions of the shorelines in the RECIPIENT's jurisdiction, identify shoreline management challenges, and present recommendations for protection and restoration of shoreline functions. (Please see description of this report in Task 5.B.5 below).

Conduct an analysis of the inventory information and data collected in Task 5.A. above as it relates to development of an effective SMP. Develop a characterization of the ecosystem processes and shoreline functions. Identify opportunities for shoreline protection and restoration. Identify current and potential public access sites. Conduct a shoreline use analysis. Identify measures and actions to protect and restore shoreline functions and ecosystem wide processes (e.g. appropriate land use activities or environment designations, regulations, development standards, etc.). These tasks will be conducted only as they are relevant to shorelines in the RECIPIENT's jurisdiction.

1. Characterize ecosystem-wide processes

This characterization will include a coarse-scale analysis of the broader area that influences the shoreline jurisdiction. It will include a narrative with reference to maps that describes and illustrates the processes in the larger drainage area that are linked to the shoreline through hydrologic flows. These processes include the uptake, transport and deposition of sediment, nutrients, woody debris, and pollutants. Specifically, this characterization will:

- Present the geographic context for shoreline jurisdiction areas – with geology, soils, topography, vegetation, and drainage patterns of the watersheds. Describe how these large scale upland areas relate to and affect the shoreline. Review existing regional watershed or natural resource related plans for inclusion of relevant information.
- Identify areas throughout the watersheds, or, within and beyond shoreline jurisdiction, that are important to maintaining shoreline ecological functions (e.g. wetlands, forest cover, floodplains, higher permeability deposits, discharge, organic/clay soils, etc.).
- Identify areas that are key impairments (e.g. forest clearing, impervious cover, channelized streams, altered wetlands, roads and ditches, dams/diversions, groundwater withdrawals, and listed impairments such as those published in the 303(d) list.
- Identify opportunities for protection/restoration of upland and adjacent areas essential for maintaining shoreline processes and function.

2. Characterize shoreline functions

This will be a more detailed analysis of the shoreline jurisdiction that includes a narrative with reference to maps and GIS data. Delineate shoreline reaches based on land use and ecological processes (such as man-made physical features, stream confluences, or littoral drift cell boundaries). Functions that are associated with each shoreline reach will be described. Specifically, this characterization will:

- Detail the physical, biological, and land-use components within the shoreline jurisdiction.
- Evaluate and assess shoreline ecological function using current scientific understanding of the relationship between the conditions of ecosystem-wide processes and functions within the RECIPIENT'S shoreline jurisdiction.

Identify functions that are healthy, functions that are adversely impacted and functions that may have existed and are now missing.

3. Conduct Shoreline Use Analysis

- Identify current patterns of land uses in shoreline areas.
- Identify likely shoreline uses and estimate future demand for shoreline space.
- Identify opportunities for SMA preferred uses and potential use conflicts.

4. Analyze opportunities for public access

- Identify current public access sites and opportunities for future access sites.

5. Prepare shoreline inventory and characterization report

Prepare a shoreline inventory and characterization report with accompanying maps that provides an analysis of the inventory data, ecosystem characterization and shoreline functions, shoreline use and public access findings as it relates to development of an effective SMP. The report will present findings and recommendations in a way that is useful for making SMP planning decisions. This report will provide a foundation for establishing environment designations, policies, and implementing regulations. The report should identify data gaps, focusing on information that would be useful to support shoreline program development and implementation. The report should:

- Present the geographic and jurisdictional context for the SMP update.
- Characterize ecosystem processes and functions.
- Present reach level analysis information. Detailed information on shoreline reaches will identify opportunities and constraints in:
 - Protecting intact and restoring degraded ecological processes and functions.
 - Addressing the requirements for shorelines of statewide significance per WAC 173-26-251.
 - Providing public access.
 - Accommodating appropriate water-oriented uses.
- Identify potential use conflicts to inform environment designation and allowed use decisions.
- Develop shoreline management measures for protection and restoration of ecological functions, SMP policies, regulations, and environment designations based on the findings of the inventory and characterization. (For example, recommendations may include appropriate land use activities or environment designations, regulations, development standards, restoration and protection actions and strategies).
- Organize relevant data for efficient review and use in the cumulative impact analysis. (A table is recommended).

The report will also include refined shoreline jurisdiction boundaries and synthesis maps at appropriate viewing scales that will inform the report and illustrate findings that correspond with the narrative. For example, the user will be introduced to the area with coarser resolution vicinity maps indicating the county location in the state and delineating county and watershed boundaries. Maps at the shoreline reach scale will clearly differentiate the land and water contained within SMA jurisdiction from adjacent lands and contributing drainages. Maps at this scale will present the significant geologic, hydrologic, and ecologic features most essential to maintaining shoreline form and function and those land uses that may have altered upland processes influencing shoreline function. The reach scale maps also will indicate applicable inventory features such as known presence of listed species, critical riparian or aquatic vegetation, existing land uses, designated critical areas, and shoreline modifications. Potential areas for shoreline uses, public access, restoration, and/or protection will be indicated. The portfolio will include a comprehensive list and map of public access to shorelines.

Task Goal Statement: To identify the ecological functions of the shorelines in the RECIPIENT's jurisdiction so that appropriate shoreline management challenges can be identified, and recommendations for protection and restoration of shoreline functions can be presented.

Task Expected Outcomes: A comprehensive shoreline inventory and characterization report.

Deliverables:

Task 5	Deliverable Description	Date Due
1.	Digital & 1 hard copy: Draft list of inventory data sources for review and comment (Task 5.A).	4/30/14
2.	Digital and one hard copy: working maps of inventory information displayed at appropriate scales.	4/30/14
3.	Digital & 1 hard copy: Shoreline inventory and characterization report with map portfolio that addresses task requirements of Subtasks A, B, C (Task 5.E).	Draft: 9/30/14 Final: 2/21/15
4.	Update SMP Checklist completed as relevant to Task 5.	9/30/14

Task 6: Draft Shoreline Master Program

Task Cost: \$42,300

The RECIPIENT will:

A. Conduct community visioning process

Conduct a community visioning process with as many participants representing as many interests as possible to help determine goals for future use of local shoreline jurisdiction. Conduct this visioning process with respect to the SMP Shoreline Inventory and Characterization findings, SMA policies, and the SMP Guidelines. The visioning process should help identify shoreline issues and opportunities. The product will be a community visioning report that summarizes visioning activities, comments, recommendations, and goals. The report should be used to help determine shoreline environment designations, appropriate uses and activities, development standards, shoreline resource protection, and opportunities for public access and restoration.

B. Develop general SMP goals, policies and regulations

Prepare general shoreline goals and policies **that are applicable** throughout the area within shoreline jurisdiction. Optional SMP components may include general SMP regulations that apply in all environment designations.

C. Develop environment designations

Develop environment designations that are appropriate to current waterfront conditions per the findings of the shoreline inventory and characterization. Shoreline environment designations may be comprised of those recommended in the guidelines; the existing local SMP; unique, locally developed environments; or any combination of these, so long as they are consistent with WAC 173-26-211 environment designation criteria.

Prepare draft maps illustrating the land and water area contained within mapped shoreline designation boundaries together with justification and rationale for the proposed designations. Boundaries of shoreline environment designations shall be clearly mapped. A map clearly illustrating existing designations compared to proposed designations should be prepared. A narrative rationale describing reasons for maintaining or changing the designations shall be included.

1. Develop environment-specific shoreline use and modification policies, and regulations and standards

Prepare draft policies and regulations for environment designations, all uses discussed in the SMP Guidelines, and shoreline modifications. The draft policies and regulations for shoreline environment designations shall, at a minimum, identify:

- Shoreline use and modification activity goals and policies.
- Shoreline uses and modifications that are prohibited and allowed by Substantial Development Permit or Conditional Use Permit.
- Bulk dimensional standards (buffers, setback, density, etc.).
- Shoreline modification activity standards.
- Any local policies or regulations adopted by reference, if relied upon to satisfy SMA or guideline requirements.
- Shoreline use and dimensional standards listed in matrices, by environment designation.

2. Develop SMP administrative provisions

Prepare draft provisions for SMP administration, including necessary elements and timelines for permit administration, compliance, and enforcement. Statements about the role of ECOLOGY in permit decisions should be included. A definitions section will be prepared. Definitions should be particular to SMP administration, consistent with the SMP's implementing rules. Definitions should be clearly and concisely written.

3. Demonstrate how Task 6 complies with the Guidelines

Fill in SMP Submittal Checklist for the tasks that you have completed under Task 6.

Task Goal Statement: To determine the community's vision for the shoreline area within the framework of the SMA and SMP Guidelines and local conditions and carry out that vision through development of a draft comprehensive SMP update.

Task Expected Outcomes: A draft comprehensive SMP update and analysis of its potential cumulative impacts.

_____balance of page left blank intentionally_____

Deliverables:

Task 6	Description	Date Due
A complete draft Shoreline Master Program including:		
1.	A community visioning report that summarizes visioning activities, comments, recommendations and goals.	12/30/14
2.	Draft general goals and policies and optional general regulations.	Draft: 12/30/14 2 nd Draft:4/30/15
3.	Digital & one hard copy: Draft environment designations and draft environment maps within shoreline jurisdiction.	Draft: 12/30/14 2 nd Draft:4/30/15
4.	1) Draft environment-specific shoreline use and modification policies, regulations, and standards.	Draft: 12/30/14 2 nd Draft:4/30/15
5.	2) Draft Administrative Provisions.	Draft: 12/30/14 2 nd Draft:4/30/15
6.	An updated checklist completed as relevant to Task 6 (adding incrementally to earlier completed tasks).	Draft: 12/30/14 2 nd Draft:4/30/15

Task 7: Prepare Preliminary Cumulative Impacts Analysis

Task Cost: \$4,800

The RECIPIENT will:

Evaluate and analyze draft SMP policies, regulations, and environment designations to show how they achieve no net loss of shoreline ecological functions during the planning period. The analysis will include incremental and cumulative impacts of future uses and development allowed by the proposed SMP as an ongoing part of the update process. The analysis will identify how proposed SMP regulations and standards, and restoration activities will avoid and offset expected impacts of future permitted and exempt shoreline development. Scenario-based impacts analysis is

encouraged. The cumulative impacts analysis may need to be revised if the initial document shows that cumulative impacts would result from the draft SMP.

(**Note:** The preliminary cumulative impacts analysis should be submitted at the same time as the Draft SMP).

Deliverables:

Task 7	Description	Date Due
1.	Digital & one hard copy: A draft cumulative impacts analysis of the SMP demonstrating how no net loss of ecological functions will be achieved.	Draft: 12/30/14 2nd Draft: 4/31/15

Task 8: Restoration Plan

Task Cost: \$3,600 (+\$3,000 Year 3*)

The RECIPIENT will:

Prepare Restoration Plan

Based on the Inventory and Characterization report, develop a plan for restoration of impaired ecological functions in specific shoreline reaches. Restoration plans should include:

- Identification of degraded areas, impaired ecological functions, and sites with potential for ecological restoration.
- Goals and priorities for restoration of degraded areas and impaired ecological functions.
- Existing and ongoing restoration projects and programs.
- Additional projects needed to achieve restoration goals and implementation strategies, including identification of prospective funding.
- Times and benchmarks for achieving restoration goals.
- Mechanisms to ensure that restoration projects and programs will be implemented.

Consult with organizations conducting restoration work for assistance in developing restoration strategies. The restoration plan should identify overlaps in how and where restoration work is being conducted. An implementation strategy should include recommendations for coordination between groups doing restoration work. A list of specific prioritized restoration projects may be included as an appendix to the SMP.

(**Note:** Please provide ECOLOGY with sufficient time, approximately 30 to 45 days, to review and comment on the draft restoration plan).

*Subject to legislative appropriation for Fiscal Year 16 (Year 3)

Task Goal Statement: To identify potential opportunities for shoreline restoration, including projects, timelines and funding.

Task Expected Outcomes: A shoreline restoration plan.

Deliverables:

Task 8	Description	Date Due
1.	Digital & one hard copy: A complete restoration plan and implementing strategy.	Draft: 6/30/15

Remaining tasks and budget to complete the Comprehensive Shoreline Master Program Update in Year 3 are subject to legislative appropriation for Fiscal Year 16 (Year 3) and will be addressed by formal amendment to this agreement.

_____ balance of page left blank intentionally _____

Budget

The following budget constitutes anticipated costs for Years 1 and 2 of this project. Budget Year 3 funds (July 1, 2015 – June 30, 2016) are subject to legislative appropriation and will be addressed by formal amendment to this agreement.

Task Description	Years 1 & 2 Task Cost
1. Coordination	\$11,000
2. Secure Consultant and /or Interlocal Services	\$ 1,000
3. Public Participation	\$10,000
4. Preliminary Assessment of Shoreline Jurisdiction	\$ 6,300
5. Shoreline Inventory, Analysis, and Characterization	\$21,000
6. Draft Shoreline Master Program	\$42,300
7. Cumulative Impacts Analysis	\$ 4,800
8. Restoration Plan	\$ 3,600
Years 1 & 2 Project Costs	\$100,000

Budget Terms and Conditions

1. Project Administration:

For the administration of this agreement the RECIPIENT must follow the current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). <http://www.ecy.wa.gov/biblio/9118.html>. Please note that this document is being updated. In the event of inconsistency between these documents, unless otherwise provided herein, the inconsistency will be resolved by giving precedence in the following order:

- a) Applicable Federal and State statutes and regulations;
- b) Scope of Work;
- c) Special Terms and Conditions
- d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and
- e) the General Terms and Conditions.

2. Invoicing:

- Grants are awarded on a reimbursable basis. The RECIPIENT initially pays project costs as they incur. Invoicing to ECOLOGY is usually by quarter but not more often than once per month. Upon presentation of an invoice to ECOLOGY, ECOLOGY's share of the project is reimbursed to the RECIPIENT.
- The RECIPIENT must **submit complete backup documents with each invoice** including but not limited to all invoiced costs and time sheets - signed and dated by employee and supervisor. The RECIPIENT must keep these expenses in grant files according to budget task for a period of three years after project completion and make them available at any time for inspection by ECOLOGY.
- Expenditures will be monitored by ECOLOGY for compliance with the task budget (see above). When submitting invoices to ECOLOGY, **the RECIPIENT shall highlight (or otherwise indicate) all costs on backup documentation to avoid data searches for cost verification by ECOLOGY. These costs will be listed on ECOLOGY's Voucher Support Form (C2 form) with subtotals provided by task.** All payment requests must have forms A, B, C (and D if applicable for consultant services), be accompanied by a commensurate progress report, and receive ECOLOGY Project Manager approval before payment can be released.
- Budget deviations are allowed between tasks (e.g., a RECIPIENT may spend less money on one task and more on another), but in no circumstances may the RECIPIENT exceed the total project cost. If the total of all budget deviations exceeds 10 percent of the entire project cost, the ECOLOGY Project Manager may require a written budget redistribution.
- **NOTE:** For payment requests, the RECIPIENT must use the ECOLOGY forms provided. Otherwise, ECOLOGY will return requests to the RECIPIENT for submittal on the correct forms.
- Requests for reimbursement must be **submitted at least quarterly** but not more than once per month by the RECIPIENT on state invoice voucher forms.
- If indirect is an allowable cost as documented in the RECIPIENT'S *SMP Budget Worksheet*, the indirect rate must not exceed 25 percent of direct (staff) labor and benefit costs. If allowed, the use of indirect must be reported on a separate line item on the C2 invoicing form. The indirect rate covers space utilities, miscellaneous copying, telephone, motor pool, janitorial services, records storage, rental, county fiscal and legal services, etc. Items not included in this list must be reported with the first payment request and must remain consistent for the life of the grant.
- **Right to Audit:** The RECIPIENT agrees that payment(s) made under this grant shall be subject to reduction for amount charged thereto which are found after audit examination not to constitute allowable costs under this grant. The RECIPIENT shall

refund by check payable to ECOLOGY the amount of such reduction of payments under completed or terminated grants.

- All travel costs shall not exceed State travel rates:
<http://www.ofm.wa.gov/resources/travel.asp>
- If light refreshments are deemed appropriate, a *Light Refreshments Approval Form – Grants* will be requested and approved by ECOLOGY's Program Manager prior to the event, an agenda of the event, and a roster of attendees will be submitted as part of the payment request.
- Payment of invoices is contingent on receipt of viable deliverables as determined by ECOLOGY's Program Manager.

ATTACHMENT 1: Special Terms and Conditions

1. Administrative Guidelines:

The RECIPIENT shall comply with ECOLOGY's the current edition of the Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book). The RECIPIENT shall be responsible for maintaining appropriate financial records throughout the life of the project and in accordance with these guidelines.

2. Responsibilities of the Project Coordinator:

The RECIPIENT's Project Manager shall be responsible for the procedural obligations under this agreement in addition to his/her duty to coordinate the planning effort hereunder. He/She shall cooperate with all parties concerned in every way possible to promote successful completion of the services described in the Scope of Work.

3. Progress Reports:

The RECIPIENT shall prepare and submit quarterly progress reports to ECOLOGY throughout the life of the grant. Reports shall be submitted no later than 20 calendar days after the end of the reporting period as follows:

Progress Report	Reporting Period	Date Due
First Quarter	July 1 – September 30	October 30
Second Quarter	October 1 – December 31	January 30
Third Quarter	January 1 – March 31	April 30
Fourth Quarter	April 1 – June 30	July 30

For Report Contents and Ecology's form: Please visit our website at:
<http://www.ecy.wa.gov/programs/sea/grants/smp/forms.html>

4. Contracting for Goods And Services:

The RECIPIENT may contract to buy goods or services related to its performance under this Agreement. The RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. The RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

The RECIPIENT must have a standard procurement process or follow current state procurement procedures. The RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

5. Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

In order to comply with the FFATA, ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. RECIPIENTS who do not have a DUNS number can find guidance at www.grants.gov. Please note that ECOLOGY will not pay any invoices until it has received the completed FFATA Data Collection Form.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using ECOLOGY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds .

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to ECOLOGY.

6. Government Debarment and Suspension: This agreement is subject to Federal Executive Orders 12549, 12689 and 15 CFR Part 26, Debarment and Suspension and Requirements for a Drug-free Workplace:.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

- a. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

- d. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- e. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- f. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
- h. The RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the ECOLOGY before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

7. Identification of Project Materials:

All reports, maps, and other documents developed as part of this grant agreement shall carry the name of the RECIPIENT, ECOLOGY's grant number (in the upper right hand corner), title, the specific task number of the product and date centered on the front cover or title page (or in the case of maps, the block which contains the name of the Government unit or Department) and acknowledgment of the source of funding.

8. Format for Publications and Brochures:

Any (hard copy) publications or brochures required as a product of this agreement shall conform to minimum standards of size, 8-1/2" x 11" white, recycled paper equivalent in weight to 20 lb. bond, single spaced, printed both sides, no less than 1" margins. Photos, illustrations, and graphs must be of reproducible quality. Any publications or brochures intended for public distribution shall comply with graphic requirements as specified in ECOLOGY's "Publications Handbook", publication number 91-41 and any additional specifications as may be outlined in the Scope of Work.

7. Amendments and Modifications:

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized

representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

8. Environmental Standards:

- a) RECIPIENTS who collect environmental monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

9. Minority and Women's Business Enterprises (MWBE)

The RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- b) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- c) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

10. Presentation and Promotional Materials

The RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement, steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

The RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

The RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

11. Consistency:

It is the responsibility of the RECIPIENT to ensure that all sub-RECIPIENTS and contractors comply with the terms and conditions of the agreement and that the State of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

12. Biennium Close:

All deliverables due in June of the odd calendar year at the end of the State biennium shall have an end date of June 30. These deliverables and invoices will be due on or before **July 18, 2015** or as otherwise specified by ECOLOGY's Fiscal Office.

_____balance of page left blank intentionally_____

ATTACHMENT II: General Terms And Conditions

Pertaining To Grant And Loan Agreements Of The Department Of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for RECIPIENTS of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the

RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written

approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

W. SUSPENSION

The obligation of the DEPARTMENT to make payments is contingent on the availability of funds. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT may elect to renegotiate the agreement subject to new funding limitations and conditions or terminate the agreement, in whole or part. The DEPARTMENT may also elect to suspend performance of the agreement until such time as the DEPARTMENT determines that the funding insufficiency is resolved in lieu of terminating the agreement. The DEPARTMENT will provide written notice to RECIPIENT if funding is not available.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: 10/7, 10/14 & 10/28/13 Public Hearing:
Council Discussion Item: 11/12/13 Council Business Item: 11/25/13
- B. Issue/Topic: Resolution Amending the Fee Schedule for the 2014 Utility Rates and Connection Charges
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
The council worked on the utility rates for an extended period of time. Projections were developed for short and potentially long-term needs of the utilities. Those projections included incremental increases.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. During the budget workshops, the council reviewed the potential impact of the rate changes on a customer's bill, as well as the impact on the city's budget.
- F. Impacts:
1. Fiscal: The 25 cent increase to the water consumption charges will provide approximately \$25,000 of additional revenue to the water fund. The \$2.50 increase to the base charge for sewer will provide approximately \$34,000 of additional revenue for the fund.
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to adopt the proposed resolution amending the fee schedule for the 2014 sewer, water and stormwater rates and connection charges.**

**CITY OF ILWACO
RESOLUTION NO. 2013-XX**

A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AMENDING THE FEE SCHEDULE FOR THE 2014 SEWER, WATER AND STORMWATER RATES AND CONNECTION CHARGES

WHEREAS, it is the desire of the City Council to adjust sewer, water and stormwater rates and connection charges annually, as needed, to align with service costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. Sewer Rates. The minimum monthly base rate for sanitary sewage disposal shall be on a water meter size basis calculated based on the gallons per minute (GPM) flow capacity of the meter, as follows, and all rates and charges outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Meter Size	GPM Flow*	Meter Weight	2013 Rate	2014 Rate
5/8" or 3/4"	30	1.00	\$35.00	\$37.50
1"	50	1.67	\$58.45	\$62.63
1 1/2"	100	3.33	\$116.55	\$124.88
2"	160	5.33	\$186.55	\$199.88
3"	300	10.00	\$350.00	\$375.00
4"	500	16.67	\$583.10	\$625.13
6"	1000	33.33	\$1,166.55	\$1,249.88
8"	1600	53.33	\$1,866.55	\$1,999.88

* Washington State Department of Health Financial Viability Manual

In addition to the monthly rate based on meter size, the following rates shall also apply:

Commodity Charge	Rate
▪ For each one hundred (100) cubic feet of metered water. For residential accounts, water consumption for the preceding period on or about March 25 through May 25 and September 25 through November 25 will be averaged <u>semi-annually</u> to determine the amount of sanitary sewer usage that will be charged for each month in the ensuing year . For commercial accounts, monthly metered water shall determine the commodity charge assessed for sanitary sewer for that month.	\$8.65
▪ For each one hundred (100) cubic feet of metered sewerage flow (ONLY for large business with sewer flow meter)	\$10.81
▪ For each one hundred (100) cubic feet of metered grey water	\$2.42

Section 2. Water Rates. The minimum monthly rates for all water users shall be on meter size basis calculated based on the gallons per minute (GPM) flow capacity of the meter, as follows, and all rates and charges outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Meter Size	GPM Flow*	Meter Weight	Rate
5/8" or 3/4"	30	1.00	\$25.90
1"	50	1.67	\$43.25
1 ¼"	75	2.50	\$64.75
1 ½"	100	3.33	\$86.25
2"	160	5.33	\$138.05
3"	300	10.00	\$259.00
4"	500	16.67	\$431.75
6"	1000	33.33	\$863.25

* Washington State Department of Health Financial Viability Manual

In addition to the monthly rate based on meter size, the following rates shall also apply:

Type of Charge	2013 Rate	2014 Rate
▪ Commodity Rate: For each one hundred (100) cubic feet of water usage	\$3.60	\$3.85
▪ Fire Sprinkler: For each fire sprinkler	\$18.57	\$18.57

Section 3. Stormwater property classifications and rates. For the purposes of assessing stormwater utility fees, all properties shall be classified by parcel or lot size and whether they are developed or undeveloped as per the records of the Pacific County Assessor, as follows:

Classification	Description	Rate
All parcels	Undeveloped commercial and residential	\$3.61
Parcels 6000 SF or less (.14 acres)	Developed residential	\$6.18
	Developed commercial	\$7.21
Parcels greater than 6000 SF (greater than .14 acres)	Developed residential	\$8.24
	Developed commercial	\$9.27

Section 4. Water connection charges. In addition to the foregoing rates and charges, the city shall charge for each building or service connection to the water system a connection charge of two thousand five hundred dollars (\$2,500) per meter equivalent (Ilwaco Municipal Code 13.04.020), and all connections outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

All water meter connections for fire sprinkler installation shall be at the rate of one thousand eight hundred dollars (\$1,800) per connection.

Section 5. Sewer connection charges. In addition to the foregoing rates and charges, the city shall charge for each building or service connection to the sanitary sewer system a connection charge of a six thousand two hundred dollars (\$6,200) per proportional equivalent (Ilwaco

Municipal Code 13.04.110), and all connections outside the Ilwaco city limits shall pay a surcharge of fifty (50) percent of the amount computed.

Section 6. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 7. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XXX DAY OF DECEMBER, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE:

**CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/12/13 Council Business Item: 11/25/13

B. Issue/Topic: **Watershed Road Culvert Sliplining Project close out**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. In July of 2012, the City of Ilwaco was awarded a grant from the Department of Health of \$30,000 to remove failing logging road culverts in the Indian Creek watershed. The project which is listed in the City's water plan was further reviewed and it was determined that slip lining the culverts would be a better solution than actually removing them. The city engineer solicited bids from nine contractors from the small works roster in April and the project was awarded for almost half of what the engineers had estimated to Lindstrom and Son Construction, Inc.
2. The construction bid (\$9,589.38) and engineers estimated costs (\$6,000) total \$15,589.38 was within the amount of the \$30,000 grant.
3. The project has been completed and the engineer finds the work acceptable.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

- 1.

F. Impacts:

1. Fiscal: Approximately half of the grant funds will be unspent once the project is closed out. The City Treasurer has been working to retain the use of the funds for further work on the Indian Creek watershed.
2. Legal: The attorney has not been requested to review.
3. Personnel: n/a
4. Service/Delivery: n/a

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. None

I. Time Constraints/Due Dates:

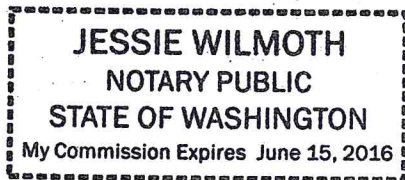
J. Proposed Motion: **I move to accept the Watershed Road Culvert Sliplining project as complete and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out.**

Final Contract Voucher Certificate

Contractor Lindstrom and Son Construction, Inc.			
Street Address 14 Lindstrom Lane, P.O. Box 288			
City Chinook	State WA	Zip 98614	Date September 9, 2013
Project Number (Owner) Watershed Road Culvert Sliplining			
Job Description (Title) Culvert sliplining			
Date Work Physically Completed August 16, 2013		Final Amount \$9,589.38	

Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Ilwaco (Owner) nor have I rented or purchased any equipment or materials from any employee of the City of Ilwaco (Owner); I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Ilwaco (Owner) for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Ilwaco (Owner) from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X [Signature]
Contractor Authorized Signature Required

BRETT LINDSTROM
Type Signature Name

Subscribed and sworn to before me this 30th day of September 20 13

X [Signature] Notary Public in and for the State of Washington

Residing at Pacific County

City of Ilwaco (Owner) Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date _____

X [Signature]
Project Engineer

X _____
(Owner)

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Ilwaco (Owner) for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.



October 31, 2013

Mayor Mike Cassinelli
City of Ilwaco
P.O. Box 548
Ilwaco, Washington 98624

SUBJECT: FINAL PROGRESS ESTIMATE NO. 1, WATERSHED ROAD
CULVERT SLIPLINING
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON
G&O #12536.00

Dear Mayor Cassinelli:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the 50 percent retainage.

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and two copies of Progress Estimate No. 1, which is the final progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The contractor opted to have the City retain 50 percent of the contract cost in lieu of obtaining a payment bond. The amount now due the contractor is \$4,794.69.

Please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete **after** the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification numbers for each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of



Mayor Mike Cassinelli
October 31, 2013
Page 2

Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.

3. RELEASE OF 50 PERCENT PAYMENT

The remaining 50 percent of the project payment should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Very truly yours,

GRAY & OSBORNE, INC.



Nancy E. Lockett, P.E.

NEL/hhj
Encl.

cc: Mr. Gregg Lindstrom, Lindstrom and Son Construction, Inc.

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing: 12/9/13
 Council Discussion Item: 11/25/13 Council Business Item: 12/9/13
- B. Issue/Topic: **A resolution updating a Six-Year Capital Facilities Plan.**
- C. Sponsor(s):
 1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
 1. On February 13, 2012, the City of Ilwaco adopted a Six-year Capital Facilities Plan and updated it in December of 2012. The plan helps the city in developing the financing needed for capital expenditures and the construction of public facilities, and in the application for grants and loans from state and federal programs. Some estimated project costs have been updated when compared to the associated plan (water, sewer, streets).
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
 1.
- F. Impacts:
 1. Fiscal: While there is no fiscal impact by adopting the resolution, it will set a schedule for applying for funding for the various project listed.
2. Legal: None
3. Personnel: None
4. Service/Delivery: None
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
 1.
- I. Time Constraints/Due Dates:
- J. Proposed Motion: **I move to adopt the proposed resolution updating the Capital Facilities Plan for 2014 through 2019.**

**CITY OF ILWACO
RESOLUTION NO. 2013-XX**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, ADOPTING THE
SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2014–2019**

WHEREAS, capital facilities plans are helpful in planning for capital expenditures and for the construction of public facilities; and

WHEREAS, capital facilities plans aid cities in developing the needed financing for capital expenditures and the construction of public facilities, and in the application for grants and loans from state and federal programs; and

WHEREAS, it is the intention of the City Council to revise the Six-Year Capital Facilities Plan on an annual basis and ensure it agrees with other related plans; and

WHEREAS, the City Council did hold a public hearing on the review of the 2014–2019 Capital Facilities Plan on the 9th day of December, 2013; and

WHEREAS, all comments to the 2014–2019 Capital Facilities Plan for capital expenditures and construction of public facilities within its jurisdictional boundaries were considered.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

The City Council of the City of Ilwaco, Washington, approves and adopts the revised and extended Six-Year Capital Facilities Plan for the ensuing six calendar years for the period 2014 through 2019 referenced as Exhibit A and to be updated annually.

Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS 9TH DAY OF DECEMBER, 2013.**

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: December XX, 2013

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, ADOPTING THE
SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2014–2019**

EXHIBIT A

CFP YEAR 2014

Department	Project Title	Cost	Funding Source(s)
City Hall	Roof and Ramp	\$ 20,000	City
Fire	2 nd Floor Flooring	\$ 5,000	City
Sewer	Roof/Siding	\$ 59,200	City
Sewer	Nesadi Drive Sewer Line	\$ 336,000	Public Works Trust Fund loan
Sewer	MaryAnn Avenue	\$ 25,000	City
Stormwater	Quaker from Spruce to Willow	\$ 15,000	City
Streets/Stormwater	Elizabeth	\$ 629,970	Transp. Imp. Board/City
Streets	Sidewalk Improvements	\$ 60,950	Transp. Imp. Board/City
Water	Elizabeth	\$ 160,000	unknown
Water	New Treatment Unit/Control	\$ 940,000	WA Jobs Now Grant – DOH
Water	Backwash Basin Imprvmts.	\$ 99,000	Drinking Water SRF loan
Water	New City Center Reservoir	\$ 1,130,000	Drinking Water SRF loan
Water	Paint Steel Reservoir	\$ 100,000	City

CFP YEAR 2015

Department	Project Title	Cost	Funding Source(s)
Stormwater	Lake Street–Pearl to Advent	\$ 100,000	unknown
Stormwater	State Rt 100–across from A-1	\$ 50,000	unknown
Stormwater	Willow Street	\$ 60,000	unknown
Streets	Advent Avenue –sidewalks	\$ 78,390	TIB submitted
Streets	Advent Avenue SE	\$ 159,120	TIB submitted
Streets	Adelia/Spruce St Cutoff	\$ 496,000	TIB submitted
Streets	Capt. Robert Gray Dr.	\$ 199,290	TIB submitted
Parks	Discovery Trail extension	\$ 273,400	TAP submitted

CFP YEAR 2016

Department	Project Title	Cost	Funding Source(s)
Sewer	Sahalee Sewer & Liftstation	\$ 1,800,000	unknown
Stormwater	Klahanee Drive	\$ 20,000	unknown
Stormwater	Elizabeth Street NE	\$ 130,000	unknown
	Cedar Street NE		
Stormwater	Pearl Street NE	\$ 90,000	unknown
Streets	Hilltop School Route	\$ 506,000	unknown
Streets	Scarboro Lane Improvements	\$ 249,000	unknown
Streets	Lake Street Improvements	\$ 600,000	unknown
Water	Sahalee/Klahanee Waterline	\$ 1,270,530	DWSRF submitted

CFP YEAR 2017

Department	Project Title	Cost	Funding Source(s)
Sewer	Second Street Sewer	\$ 540,000	unknown
Stormwater	Vandalia (Baker Bay)	\$ 2,000,000	unknown
Stormwater	Brumbach retention pond	\$ unknown	unknown
Stormwater	Brumbach Avenue	\$ 35,000	unknown
Stormwater	Second Street	\$ 140,000	unknown
Streets	Pearl & Myrtle Ave	\$ 389,000	unknown
Streets	Ortelius Drive	\$ 344,000	unknown
Streets	Cooks Hill Intersection	\$ unknown	unknown
Streets	Myrtle/Ash/Eagle/ Main/Pearl	\$ 26,064	unknown
Water	China Hill Improvements	\$ unknown	LID
Water	Elizabeth Ave. Waterline	\$ 81,000	unknown

CFP YEAR 2018

Department	Project Title	Cost	Funding Source(s)
Streets	Whealdon Street	\$ 321,000	unknown
Streets	Reservoir Road	\$ 69,000	unknown
Water	Cooks Hill Rd Waterline	\$ 603,000	unknown
Water	Old Railroad Loop	\$ unknown	Developer

CFP YEAR 2019

Department	Project Title	Cost	Funding Source(s)
Sewer	Baker Bay	\$ 2,575,000	unknown
Streets	Vandalia Cul-de-sacs	\$ 126,000	unknown
Streets	Main Street	\$ 218,000	unknown
Water	Whealdon St Booster Station	\$ 133,000	unknown
Water	Stringtown Loop	\$ unknown	Developer

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/25/13 Council Business Item:
- B. Issue/Topic: **Contracts for Municipal Court Judge and Prosecuting Attorney**
- C. Sponsor(s):
1. Gary Forner 2. Jon Chambreau
- D. Background (overview of why issue is before council):
1. Michael Turner was appointed the city's Municipal Court Judge and William Penoyar was appointed prosecuting attorney in 2012. At council's request, the appointments were through the end of 2013, to complete the unexpired terms of the previous judge and prosecuting attorney. These are both contract renewals.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1.
- F. Impacts:
1. Fiscal: \$412.00 per month each
2. Legal: Contracts were reviewed by City Attorney Heather Reynolds in 2012.
3. Personnel:
4. Service/Delivery:
- G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on
- H. Staff Comments:
1.
- I. Time Constraints/Due Dates: Mr. Penoyar's contract with Long Beach begins September 1, 2012
- J. Proposed Motion: **I move to confirm the mayor's appointment of Michael Turner as Ilwaco's Municipal Court Judge and authorize the mayor to enter into a contractual agreement for the city's prosecuting attorney services.**
- I move to confirm the mayor's appointment of William Penoyar as Ilwaco's Prosecuting Attorney and authorize the mayor to enter into a contractual agreement for the city's prosecuting attorney services.**



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

PROSECUTING ATTORNEY CONTRACT FOR PROFESSIONAL SERVICES

This agreement, made and entered into this ____ day of _____, 2013, by and between the City of Ilwaco, Washington, a Municipal Corporation of the State of Washington, hereinafter called CITY, and William Penoyar, hereinafter called PROSECUTOR.

Witnesseth:

WHEREAS, the CITY wishes to appoint a skilled and trained individual to serve as Prosecuting Attorney for the Municipal Court; and

WHEREAS, the PROSECUTOR is trained in the legal profession and experienced as a prosecutor, possesses technical and professional expertise and is qualified to perform the services and tasks set forth in the agreement.

WHEREAS, the CITY is responsible for the prosecution, adjudication, sentencing and incarceration of misdemeanor and gross misdemeanor offenses committed by adults within the CITY's jurisdiction, and referred by the CITY's respective law enforcement agencies, whether filed under state law or city ordinance, and must carry out these responsibilities through the use of the CITY's own courts, staff and facilities, or by entering into contracts or interlocal agreements to provide these services.

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the CITY and the PROSECUTOR agree as follows:

SCOPE OF SERVICES

In accordance with RCW 39.34.180, the PROSECUTOR is appointed by the mayor as the Ilwaco Prosecuting Attorney. The PROSECUTOR agrees to provide his services as Ilwaco

Prosecuting Attorney, which court is held in the Long Beach Municipal Court, County of Pacific, State of Washington.

DURATION

The term of the Agreement shall begin January 1, 2014, and shall terminate on December 31, 2014. The contract shall automatically renew for successive one-year terms unless terminated by either party. In the event the CITY reorganizes or disbands the Municipal Court, the CITY may terminate this agreement with thirty (30) days written notice to the PROSECUTOR.

COMPENSATION

For services rendered pursuant to this agreement, the CITY will pay the PROSECUTOR \$412 per month for his services as Prosecuting Attorney. The parties agree to renegotiate compensation on an annual basis.

The PROSECUTOR is an independent contractor and is not entitled to any benefits enjoyed by the CITY's regular full- or part-time employees. The PROSECUTOR, as an independent contractor, waives any claim in nature of a tax, charge, cost or employee benefit, which would attach if the PROSECUTOR were held to be an employee of the CITY.

The PROSECUTOR will pay applicable federal, state, county or municipal business or employee taxes, which may be due as a result of this Agreement. The CITY will pay applicable federal taxes as may be due as a result of this Agreement.

COMPLIANCE WITH LAWS

The PROSECUTOR, in the performance of this Agreement, shall comply with applicable federal, state and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to ensure quality of services.

NON-DELEGATION

The services to be furnished under the terms of this Agreement shall be performed by the PROSECUTOR personally, and shall not be delegated or subcontracted in whole or in part without the express consent of the mayor of the CITY. The PROSECUTOR shall have authority to appoint a prosecuting attorney pro-tem when needed.

HOLD HARMLESS AND INDEMNIFICATION

The PROSECUTOR shall indemnify and hold the CITY and its agents, employees and officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages or costs of whatsoever kind of nature, brought against the CITY arising from the Agreement.

WAIVER

The failure of the CITY or the PROSECUTOR to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

CHOICE OF LAW, VENUE AND SEVERABILITY

This Agreement shall be construed in accordance with the substantive law of the State of Washington. If action is brought to enforce this Agreement, it shall be filed in Pacific County, Washington. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, supersedes all existing agreements between them, and cannot be changed or terminated except by a written agreement signed by the parties.

MUNICIPAL COURT PROSECUTOR

CITY OF ILWACO

William Penoyar

Mike Cassinelli, Mayor



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

MUNICIPAL COURT JUDGE CONTRACT FOR PROFESSIONAL SERVICES

This agreement, made and entered into this _____ day of _____, 2013, by and between the City of Ilwaco, Washington, a Municipal Corporation of the State of Washington, hereinafter called CITY, and Michael S. Turner, hereinafter called JUDGE.

Witnesseth:

WHEREAS, the CITY wishes to appoint a skilled and trained individual to serve as judge for the Municipal Court; and

WHEREAS, the JUDGE is trained in the legal profession and experienced as a judge, possesses technical and professional expertise and is qualified to perform the services and tasks set forth in the agreement.

NOW THEREFORE, in consideration of the terms, conditions and covenants contained herein, the CITY and the JUDGE agree as follows:

SCOPE OF SERVICES

In accordance with RCW 3.50.093, the JUDGE is appointed by the mayor for remainder of Elizabeth Penoyar's unexpired four-year term as Ilwaco Municipal Court Judge. The JUDGE agrees to provide his services as Ilwaco Municipal Court Judge, which court is held in the Long Beach Municipal Court, County of Pacific, State of Washington.

DURATION

The term of the Agreement shall begin January 1, 2014, and shall terminate on December 31, 2014. The contract shall automatically renew for successive one-year terms unless terminated by either party. In the event the CITY reorganizes or disbands the Municipal Court, the CITY may terminate this agreement with thirty (30) days written notice to the JUDGE.

COMPENSATION

For services rendered pursuant to this agreement, the CITY will pay the JUDGE \$412.00 per month for his services as Municipal Court Judge.

The JUDGE is an independent contractor and is not entitled to any benefits enjoyed by the CITY's regular full- or part-time employees. The JUDGE, as an independent contractor, waives any claim in nature of a tax, charge, cost or employee benefit, which would attach if the JUDGE were held to be an employee of the CITY.

The JUDGE will pay applicable federal, state, county or municipal business or employee taxes, which may be due as a result of this Agreement. The CITY will pay applicable federal taxes as may be due as a result of this Agreement.

COMPLIANCE WITH LAWS

The JUDGE, in the performance of this Agreement, shall comply with applicable federal, state and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to ensure quality of services.

NON-DELEGATION

The services to be furnished under the terms of this Agreement shall be performed by the JUDGE personally, and shall not be delegated or subcontracted in whole or in part without the express consent of the mayor of the CITY. The JUDGE shall have authority to appoint a judge pro-tem when needed.

HOLD HARMLESS AND INDEMNIFICATION

The JUDGE shall indemnify and hold the CITY and its agents, employees and officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages or costs of whatsoever kind of nature, brought against the CITY arising from the Agreement.

WAIVER

The failure of the CITY or the JUDGE to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of an original violation.

CHOICE OF LAW, VENUE AND SEVERABILITY

This Agreement shall be construed in accordance with the substantive law of the State of Washington. If action is brought to enforce this Agreement, it shall be filed in Pacific County, Washington. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto, supersedes all existing agreements between them, and cannot be changed or terminated except by a written agreement signed by the parties.

MUNICIPAL COURT JUDGE

CITY OF ILWACO

Michael S. Turner

Mike Cassinelli, Mayor

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 11/25/11 Council Business Item: 12/9/13

B. Issue/Topic: **Engineering Supplement No. 1 for Elizabeth Street Improvements**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. Under the terms and conditions of the interlocal agreement and grant from the Transportation Improvement Board (TIB), the city must increase the right-of-way for two parcels to accommodate improvements on Elizabeth Street. The amendment is for Gray & Osborne to prepare legal descriptions and exhibits for two parcels.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. TIB has approved proceeding with the amendment..

F. Impacts:

1. Fiscal: \$1,317
2. Legal: Heather Reynolds will prepare the documents for the proposed right-of-way.
3. Personnel:
4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to approve the mayor to execute the proposed Engineering Supplement No. 1 for right-of-way work for the Elizabeth Street Improvements (TIB No. 6-W-969(003)-1).**



Transportation Improvement Board
Consultant Supplemental Agreement

Agency City of Ilwaco Project Number TIB #6-W-969(003)-1
Project Name Elizabeth Street Improvements (SR 101 to Howerton Way)
Consulting Firm Gray & Osborne, Inc.
Supplement Phase Supplement No. 1: Design Phase

The Local Agency of Ilwaco, Washington desires to supplement the design agreement entered into with Gray & Osborne, Inc. and originally executed on February 19, 2013.

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

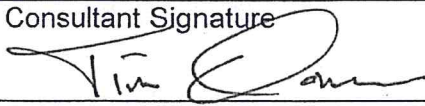
Section II, **SCOPE OF WORK**, is hereby amended to include preparing legal descriptions and exhibits for two parcels (Tax Parcel #73038013005 (Maynard) and #73031018001 (Port of Ilwaco)).

Section IV, **TIME FOR BEGINNING AND COMPLETION**, the Completion Date is revised to read:
Remains Unchanged

Section V, **PAYMENT**, shall be amended as follows as set forth in Exhibits A-1 and B-1 (shown herein)

MAXIMUM AMOUNT PAYABLE \$1,317.00

If you concur with this supplement and agree to the changes as stated herein, please sign and date in the appropriate spaces below.

Agency Signature	Date
Consultant Signature 	Date 11/08/13



Consultant Supplemental Agreement

EXHIBIT A-1

	Original Agreement (Design Phase)	Supplement No. 1 (Contract Extension)	Total
Direct Salary Cost	\$18,544	\$ 409	\$18,953
Overhead (including Payroll Additives)	\$33,379	\$ 736	\$34,115
Direct Non-salary Costs	\$11,789	\$ 0	\$11,789
Fixed Fee	\$ 7,788	\$ 172	\$ 7,960
Total	\$71,500	\$1,317	\$72,817



Transportation Improvement Board
Consultant Supplemental Agreement

EXHIBIT B-1 (CONSULTANT FEE DETERMINATION SHEET - COST PLUS FIXED FEE)

Prepared by: Tamara Nack, P.E.					Date: November 8, 2013	
Project: Elizabeth Street Improvements (SR 101 to Howerton Way)						
Classification	Manhours		Rate		Cost	
Project Manager	1	X	\$33 to \$56	=	\$ 49	
PLS	10	X	\$18 to \$36	=	\$ 360	
		X		=		
		X		=		
		X		=		
TOTAL DSC					\$ 409	
OH Rate x DSC		180.00%	X	\$409	=	\$ 736
FIXED FEE						
FF Rate x DSC		42%	X	\$409	=	\$ 172
REIMBURSABLE						
Printing per diem, Misc. Expenses, and Travel						\$ 0
GRAND TOTAL						\$1,317

CITY OF ILWACO CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
 Council Discussion Item: 11/25/13 Council Business Item:

B. Issue/Topic: **Private sewer lines—definitions, process and responsibilities**

C. Sponsor(s):

1. Fred Marshall
- 2.

D. Background (overview of why issue is before council):

1. The term “side sewer” is used in the Ilwaco Municipal Code (“IMC”), but it is not defined.
2. The term “private sewer lines” is being used in important business discussions in the City government and with constituents. Yet, “private sewer lines” are not defined in the IMC. This lack of definition has led to misunderstandings and confusion.
3. The existence of private sewer lines is not documented. Accordingly, they cannot be reviewed or understood, and cannot be referred to for corrective actions.
4. New construction of private sewer lines is currently ad hoc.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

1. It appears that some simple definitions, process and responsibilities can be established that will clear up the status quo and the intent of the City Council in this regard. Discussion leading to enactment can be focused on these critical matters.
2. No change from working definitions or current responsibilities is envisioned or intended in this proposed legislation.
3. New construction of private sewer mains should meet City standards and become part of the wastewater utility. This eliminates future installation of substandard sewer mains.
4. Section 1 introduces definitions for “Side sewer” and for “Private sewer main.”
5. Section 2 does not strike any existing language in the IMC, and introduces new language for the IMC that deals with process and responsibilities to set standards for construction of private sewer mains, match current practice regarding maintenance of private sewer mains, requires a City inventory of private sewer mains and utility assumption of new construction private sewer mains.

F. Impacts:

1. Fiscal:
2. Legal: City attorney has not reviewed ordinance.
3. Personnel:

4. Service/Delivery:

G. Planning Commission: ☐ Recommended ☒ N/A ☐ Public Hearing on

H. Staff Comments:

1. City engineer is currently in the process of reviewing the ordinance.

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to adopt the proposed ordinance defining side sewers and private sewer mains, and establishing processes and responsibilities for private sewer mains.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING
ILWACO MUNICIPAL CODE CHAPTER 15.04, DEFINITIONS, AND 15.76,
UTILITIES, REGARDING PRIVATE SEWER MAINS AND SIDE SEWERS**

WHEREAS, the City of Ilwaco wastewater utility owns and maintains a wastewater collection system that includes sewer mains, manholes, lift stations, etc.; and

WHEREAS, the Ilwaco Municipal Code refers to “side sewers,” but has no definition for side sewers; and

WHEREAS, the city administration has identified certain “private” sewer mains not necessarily built to city standards or turned over to the city, which appears to classify them as “side sewers” that are the responsibility of the property owners, while “private sewer mains” are not defined in the Ilwaco Municipal Code as “private sewer mains;” and

WHEREAS, there has been there has been a lack of adherence to the city standards for specifying and permitting the installation of sewer mains by private developers; and

WHEREAS, nonstandard sewer main installations in the city has led to a substantial number of non-complying sewer mains, which are deemed “private;” and

WHEREAS, the existence of private sewer mains is not reflected as any type of encumbrance upon land parcels to the potential disadvantage to the property owners; and,

WHEREAS, the ambiguity of the situation has created some confusion and frustration on the part of property owners; and

WHEREAS, the City Council recognizes the need for clarity of such situations, the precision of language used and efficiency of city staff processes; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. Section 15.04, Definitions, is amended to read as follows:

13.04.005 Definitions.

As used in this chapter and Chapter 15.04:

“Private sewer main” means a privately owned and maintained sewer main, which may have any of the following characteristics:

1. Sewer lines running generally along a city street or platted city right of way or established utility easement, whether improved or not.

2. Sewer lines connected or connectable to receive wastewater from adjacent parcels, whether improved or not.

3. Sewer lines that discharge into an established city sewer main either directly or through another private sewer main.

“Side sewer” means a sewer connection between a building and the nearest or most accessible sewer main, whether public or private.

Section 2. Section 15.76, Utilities, is amended to read as follows:

Chapter 15.76

UTILITIES

Sections:

Article II. Sewer

- 15.76.060 Construction standards and specifications.**
- 15.76.070 Serving lots with sewage disposal systems.**
- 15.76.080 Sewage disposal facilities required before construction is complete.**
- 15.76.090 Compliance with standards.**
- 15.76.100 Conveyance of facilities to the city.**
- 15.76.110 Side sewer permits required.**
- 15.76.116 New private sewer mains must meet city standards for sewer mains.**
- 15.76.117 New private sewer mains to become part of the city wastewater utility.**
- 15.76.118 City to maintain a list of existing private sewer mains.**
- 15.76.120 Costs of side sewer borne by owner.**
- 15.76.122 Costs of private sewer main repairs borne by owner.**
- 15.76.130 Side sewer permitting process.**
- 15.76.140 Side sewer contractor registration required.**
- 15.76.150 Each side sewer to have individual side sewer connection, unless exception granted.**
- 15.76.160 Protection of excavations—Restoration of public property.**

15.76.110 Side sewer permits required.

A. A developer must obtain a side sewer permit for any connection to the city sewer system.

B. A permit which includes side sewer work in a public area or the connection with or opening into any public sewer other than through the normal connection point of a “Y,” “T,” or stub, will only be issued to a registered side sewer contractor or qualified city employee.

C. A permit which includes side sewer work on private property will only be issued to:

1. The owner of the property (but such permit does not allow the owner to connect the side sewer to a public sewer except through the normal opening of a “Y,” “T,” or stub under the supervision of the city engineer or his representative);

2. A registered sewer contractor; or
3. A qualified city employee.
- D. Side sewer permits are not transferable. No authorized person, including any sewer contractor or qualified city employee, may lay any pipe pursuant to any other person's permit.
- E. No permit will be issued for side sewer connection before the main sewer is accepted by the city. (Ord. 627 (part), 1999)

15.76.115 Private sewer main permits required

A. A developer must obtain a permit for any private sewer main installation (generally in a city right of way, whether improved or unimproved, or in an established utility easement on private property) and connection to the city sewer system. Permits will be issued in accordance with the requirements of 15.76.116.

B. A permit that includes sewer main installation in a public area or the connection with or opening into any public sewer will only be issued to a registered sewer contractor or qualified city employee.

C. A permit for sewer main installation on private property will only be issued if there is a city-approved, established and recorded public utility easement.

D. Sewer main installation permits are not transferable. No authorized person, including any sewer contractor or qualified city employee, may lay any pipe pursuant to any other person's permit.

E. The development must indemnify the city from any loss or damage that may directly or indirectly be caused by the installation of a private sewer main.

15.76.116 New private sewer mains must meet city standards for sewer mains

Sewer main installation permits must be based on a design that meets all city requirements as reviewed and approved by the city engineer. This requirement includes, and is not limited to, location, materials, manholes and other similar accessibility for maintenance.

15.76.117 New private sewer mains to become part of the city wastewater utility

Upon completion of construction and acceptance by the city, the city shall take ownership and responsibility for private sewer mains constructed after March 1, 2014, and said mains shall meet all city standards and requirements per Section 15.75.116.

15.76.118 City to maintain a list of existing private sewer mains

The city shall maintain a list of existing private sewer mains discharging either directly or indirectly into the city wastewater collection system.

15.76.120 Costs of side sewer borne by owner.

A. The property owner must pay all costs and expenses related to the installation and connection of the side sewer, as well as the cost of repairs when:

1. There is a break or blockage in the side sewer within private property or within the building plumbing.

2. The blockage is located within the public right-of-way or easement and is caused by one (1) or more of the following:

a. Roots from trees or shrubs located outside public right-of-way or easements.

b. Side sewer or mainline is blocked from sewage contents originating from private property.

c. Side sewer within the public right-of-way or easement is blocked by debris originating from a break in the side sewer within private property.

d. An investigation revealed that the source of the blockage originated from private property including adjacent private properties.

B. The owner must indemnify the city from any loss or damage that may directly or indirectly be caused by the installation of the side sewer. (Ord. 812 § 1 (part), 2012; Ord. 627 (part), 1999)

15.76.122 Costs of private sewer main repairs borne by owner.

A. The property owners with side sewers connecting to a private sewer main must pay all costs and expenses related to the installation and connection of the private sewer main, as well as the cost of repairs, when:

1. The blockage is located within the public right-of-way or easement and is caused by one (1) or more of the following:

a. Roots from trees or shrubs located outside public right-of-way or easements.

b. Side sewer or mainline is blocked from sewage contents originating from private property.

c. Side sewer within the public right-of-way or easement is blocked by debris originating from a break in the side sewer within private property.

d. An investigation revealed that the source of the blockage originated from private property including adjacent private properties.

B. The owner must indemnify the city from any loss or damage that may directly or indirectly be caused by the installation of the side sewer and private sewer main.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 4. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2013.

Mike Cassinelli, Mayor

ATTEST:

PJ Kezele, Deputy City Clerk

VOTE	Jensen	Mulinix	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year